

THE

# Publishers' Weekly

THE AMERICAN

## BOOK TRADE JOURNAL

WITH WHICH IS INCORPORATED

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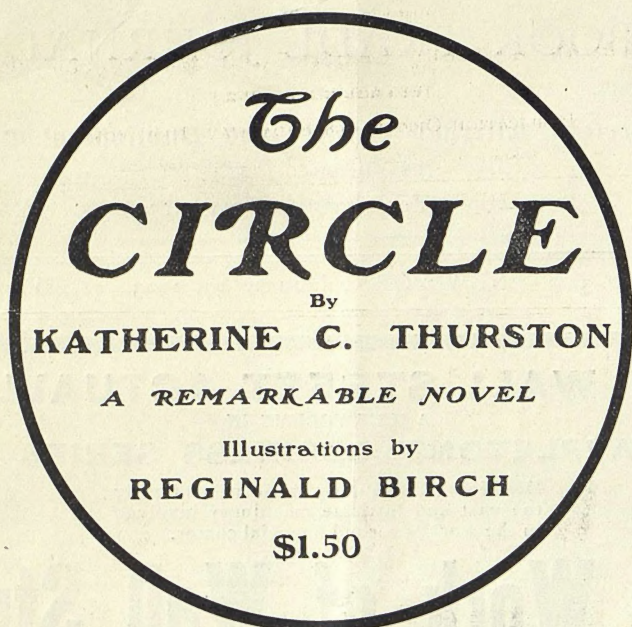
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# The Publishers' Weekly.

JANUARY 17, 1903.

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PUBLICATION OFFICE, 298 BROADWAY, P. O. BOX 943, N. Y.

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## NOTES IN SEASON.

THE AMERICAN NEWS COMPANY have secured the exclusive market for a paper-covered edition of "The Making of a Marchioness," by Frances Hodgson Burnett, with illustrations by Charles D. Williams, and decorated title-page, borders, initials, etc., by A. Kay Womrath. It will be brought out as No. 32 of *The People's Library* and will be retailed at 50 cents.

HARPER & BROTHERS will publish early next month a collection of short stories entitled "The Pride of Telfair," by Elmore Elliot Peake, author of "The Darlings." They

will bring out in March Mrs. Humphry Ward's new novel, "Lady Rose's Daughter," in three editions—in the regular one-volume form, in two volumes and an autograph two-volume edition limited to 350 sets.

McCLURE, PHILLIPS & Co. will bring out next month a final complete edition of Conan Doyle's "The Great Boer War." They also announce "What's Worth While," by Edith Wyatt, author of "Everyone His Own Way," a book of short stories by Joseph Conrad, entitled "Youth;" and a new work, "The Better Way," by Charles Wagner, author of "The Simple Life," which President Roosevelt praised so highly.

THE MACMILLAN COMPANY has just ready a timely work entitled "The Social Unrest: studies in labor and socialist movements," by John Graham Brooks, a readable study of such "live" questions as strikes, trade unions, arbitration, child labor, time work, the influence of machinery and others of like importance, on many of which no literature is accessible or is but partially applicable to American conditions of the present moment. The personal observations on which the book is based range over eighteen years, and include direct investigations of every important strike, and the problems related to it, in the anthracite coal region during that time.

G. W. DILLINGHAM Co. have issued a first edition of 25,000 copies of a story entitled "The Room with the Little Door," by Roland B. Molineux, the successful defendant in a recent sensational trial for murder. The room with the little door is the cell in the Tombs Prison in New York and the "death chamber" at Sing Sing, N. Y., where Mr. Molineux was confined. They announce for immediate publication "Back to the Woods," by Hugh McHugh, author of "John Henry," etc., making the fourth book of this author's popular series, which has reached a sale of over 200,000 copies. They will publish in February "His Friend the Enemy," by William Wallace Cook, which ran as a serial in the McClure syndicate; also, a new detective story by Fergus Hume, "A Coin of Edward VII."

CHARLES SCRIBNER'S SONS will publish shortly an important work on "Agnosticism," by Professor Robert Flint, which complements and makes more explicit his still widely-read and much-discussed "Theism." They will publish in February an original and mature novel by Carter Goodloe, entitled "Calvert of Strathore," in which the author recreates the life of the American Embassy at Paris during the French Revolution. They have in preparation a new book by Henry James under the title of "The Better Sort," which will contain eleven of the author's ripest tales and studies, that are in piquant contrast to his sustained and elaborate romance, "The Wings of the Dove;" also, Arthur Crosslet Smith's stories, "The Turquoise Cup" and "The Desert," with illustrations by Maxfield Parrish, which will be published as a companion volume to his former book, "The Monk and the Dancer."



## WEEKLY RECORD OF NEW PUBLICATIONS.

¶ The prices of *net* books published under the rules of the American Publishers' Association are preceded in this list by a double asterisk \*\*, and the word *net* follows the price. The prices of *fiction* (not *net*) published under the rules are preceded by a dagger †. The prices of *net* books not covered by the rules, whether published by members of the American Publishers' Association or not, are preceded by a single asterisk, and the word *net* follows the price. ¶

The abbreviations are usually self-explanatory. *c.* after the date indicates that the book is copyrighted; if the copyright date differs from the imprint date, the year of copyright is added. Books of foreign origin of which the edition (annotated, illustrated, etc.) is entered as copyright, are marked *c. ed.*; translations, *c. tr.*; *n. p.*, in place of price, indicates that the publisher makes no price, either *net* or retail, and quotes prices in the trade only upon application.

A colon after initial designates the most usual given name, as: A: Augustus; B: Benjamin; C: Charles; D: David; E: Edward; F: Frederic; G: George; H: Henry; I: Isaac; J: John; L: Louis; N: Nicholas; P: Peter; R: Richard; S: Samuel; T: Thomas; W: William.

Sizes are designated as follows: F. (folio: over 30 centimeters high); Q. (4to: under 30 cm.); O. (8vo: 25 cm.); D. (12mo: 20 cm.); S. (16mo: 17½ cm.); T. (24mo: 15 cm.); Tl. (32mo: 12½ cm.); Fe. 48mo: 10 cm.). Sq., obl., kar., designate square, oblong, narrow books of these heights.

- Adams, J. Milton.** Gates to the college of mind: a guide-post along the way to the celestial city or the center of man's being. Chic., M. A. Donohue & Co., [1902.] c. 248 p. 16°, cl., \$1.25.
- Allen, Francis Olcott, ed.** The history of Enfield, Conn.; compiled from all the public records of the town known to exist, covering from the beginning to 1850, carefully compared and attested by the town clerk; together with the graveyard inscriptions, and those Hartford, Northampton and Springfield records which refer to the people of Enfield. In 3 v. v. 3. Lancaster, Pa., Francis Olcott Allen, 1900. 747+59 p. 4°, il. subs., complete work, \$15.
- Alzog, Johann Baptist.** Manual of universal church history; tr., with additions, from the 9th and last German ed., by F. J. Pabisch and Rev. T: S. Byrne. In 3 v. v. 1. Cin., O., Robert Clarke Co., 1902. c. 8°, fold. map, per set, cl., \$10.
- Augier, Guillaume Victor Emile, and Sandeau, Jules.** Le gendre de M. Poirier: comédie en quatre actes; ed., with introd., notes and a vocabulary, by Edwin Carl Roedder. N. Y., Amer. Book Co., [1903.] c. 144 p. D. cl., 40 c.
- The text is that of the last edition of the Theatre complet d'Emile Augier (Paris, Calmann Lévy, 1897.) Bibliography is not complete but collects all the more important publications up to date. The vocabulary is very full and also contains proper nouns with explanations. This and the foot-notes should enable students to read this modern French classic at an earlier stage of progress than has hitherto been customary.
- Baker, Ira Osborn.** A treatise on roads and pavements. N. Y., J: Wiley & Sons, 1903. c. 8+655 p. il. 8°, cl., \$5.
- Baldwin, Ja. Mark.** The story of the mind. N. Y., Appleton, 1902. c. 10+239 p. il. 24°, (Library of useful stories.) \*\*35 c. net.
- Baur, Paul V. Eileithyia.** Columbia, Mo., University of Missouri, 1902. c. 90 p. 8°, (University of Missouri studies; ed. by Frank Thilly, v. 1, no. 4.) pap., \$1.
- Bell, L:** The art of illumination. N. Y., McGraw Publishing Co., 1902. c. 4+345 p. O. cl., \$2.50.
- A study of the utilization of artificial light. It is intended to deal, not with the problem of distributing illuminants, but with their application, and treats of the illuminants themselves only in so far as a knowledge of their peculiarities is necessary to their intelligent use. To compress the subject within reasonable bounds, it has been necessary to discuss general principles rather than concrete examples of artificial lighting.
- Bender, Matthew.** Bender's lawyers' diary and directory for the state of New York, 1903; from Jan. 1, 1903, to Feb. 1, 1904. 12th year. Alb., Matthew Bender, 1902. c. 671 p. including diary, O. hf. roan, \$1.50.
- Bergen, J: Tallmadge.** Evidences of Christianity. Holland, Mich., W. H. Bingham, 1902. c. 11+151 p. 24°, cl., \$1.
- Birds of God:** angels and sundry imaginative figures from the pictures of the masters of the Renaissance; selected for children by Jeanette B. Radcliffe-Whitehead; with introd. by Ralph Radcliffe-Whitehead. N. Y., R. H. Russell, 1902. 8 p.+18 pl. 4°, portfolio, \$3.
- Bland, T: A:** In the world celestial; with an introd. by Rev. H. W. Thomas. N. Y., Alliance Publishing Co., 1901. c. 1902. 166 p. 12°, \$1.
- Blosius, Ludovicus, [Louis de Blois.]** A short rule and daily exercise for beginners in the spiritual life; tr. by Bertrand Wilberforce. St. Louis, B. Herder, 1902. 8+63 p. 24°, bds., \*20 c. net.
- Boyer, Jos. A.** Boyer's legal directory of the United States and Canada; cont. a carefully prepared digest of collection laws of each state and territory, Ontario and Quebec, together with name of at least one attorney in each county of the U. S. and Canada, [etc.] Jan., 1903. Phil., Jos. A. Boyer, [1902.] 7+417+27 p. O. shp., \*\$3 net.
- Brownlow, Ja. P.** The history of the First Tennessee Cavalry. Knoxville, Tenn., W. R. Carter, 1903. 335 p. il. por. 12°, cl., \$2.
- Cathell, Dan. Webster, M.D.** Book on the physician himself and things that concern his reputation and success. Twentieth century ed., being the eleventh ed. rev. and enl. by the author and his son, W: T. Cathell. Phil., F. A. Davis Co., 1902. c. 415 p. por. 8°, cl., \*\$2.50 net.
- Catholic church.** The office of the Holy Week, from the Roman missal and breviary; together with the blessing of the oils for Maundy Thursday. St. Louis, B. Herder, 1902. 285 p. 24°, cl., 20 c.
- Chambers, G: F:** The story of eclipses simply told for general readers, with especial reference to the total eclipse of the sun May 28, 1900. N. Y., Appleton, 1902. c. '99. 222 p. il. 24°, (Library of useful stories.) cl., \*\*35 c. net.
- Chapin, Anna Alice.** Discords. N. Y., Pel-



- ham Press, 1902. c. 4+208 p. D. bds., \$1.50.
- Contents:* An epilogue; The princess and her comedy; The white garden; Juan de Castro's golden week; "And in the fire of spring"; An experiment in souls; A question of motive; The day of judgment; Shadows; Pierre of the woods.
- Clarke, G: Kuhn.** The descendants of Nathaniel Clarke and his wife Elizabeth Somerby of Newbury, Massachusetts: a history of ten generations, 1642-1902. Special ed. Bost., G: Kuhn Clarke, 1902. 8°, cl., \$5.
- Colden, Cadwallader.** The history of the five Indian nations of Canada which are dependent on the Province of New York, and are a barrier between the English and French in that part of the world. N. Y., New Amsterdam Book Co., 1902. c. [Ag.] 2 v. c. 49+264 p. por. S. (Commonwealth lib.) cl., \*\*\$2 net.
- Cadwallader Colden was born 1688 in Ireland. In 1710 he came to America and practiced as physician in Philadelphia. He became Lieutenant-Governor of New York in 1761. He was considered the best informed man in the new world on the affairs of the British American Colonies. This history was first published in London in 1755.
- Collier, Jos.** Glimpses of Leland Stanford, jr., University, Palo Alto, California. Denver, Col., J. Collier, 1902. c. 40 p. il. plan, \*\$1.25 net.
- An historical sketch of the university; with a brief description of the Memorial church, by its architect, and pictures of the college buildings.
- Cooke, G: Willis.** Unitarianism in America: a history of its origin and development. Bost., American Unitarian Assoc., 1902. c. 11+463 p. il. pors. O. cl., \*\$2 net.
- A history of Unitarianism in the United States, how it has organized itself and what it has accomplished. It supplements the works of Rev. George E. Ellis, Rev. Joseph Henry Allen, Rev. William Channing Gannett and Rev. John White Chadwick, and treats of the practical side of Unitarianism—its organizations, charities, philanthropies and reforms. The author has kept in mind those not educated as Unitarians and has aimed to state concretely what Unitarianism is. He retired from the active ministry in 1899.
- Corot and Millet,** with critical essays by Gustave Geoffroy and Arsène Alexandre; ed. by C: Holme. N. Y., J: Lane, 1903. 6+32+18 p. 73 pl. 4°, pap., \$2.
- Courtright, W:** The complete minstrel guide; containing gags, jokes, parodies, speeches, farces, and full directions for a complete minstrel show, with chapters by Frank Dumont and others. Chic., Dramatic Pub. Co., 1902. c. 137 p. 16°, pap., 25 c.
- Darrow, Clarence S.** Resist not evil. Chic., C: H. Kerr & Co., 1903. c. 1902. 4-179 p. D. cl., 75 c.
- The author thinks Tolstoi is the only author who has placed the doctrine of non-resistance upon a substantial basis. While studying the subject the writer found next to nothing dealing with the question, but shelves crowded with literature extolling the glories of war and the beneficence of patriotism. The portion of the volume dealing with crime and punishment shows practical knowledge of the machinery of courts of justice. It gives special attention to the cause of crime and the evil and unsatisfactory results of punishment.
- Davis, Edith Smith.** Whether white or black, a man: [a story:] il. by Bert Cassidy. N. Y. and Chic., Revell, 1898. 198 p. 12°, 75 c.
- Davis, Ja. A.** The history of episcopacy: prelatie and moderate; with an introd. by Bp. B. T. Tanner. Nashville, Tenn., W. D. Chappelle, 1902. c. 12+178 p. 12°, cl., \$1.
- Dawson, W: J.** Literary leaders of modern England; selected chapters from "The makers of modern poetry" and "The makers of modern prose." Meadville, Pa., Flood & Vincent, 1902. c. 278 p. 12°, (Chautauqua literary and scientific circle.) cl., \$1.
- Dilke, Lady Emilia Frances Strong.** French engravers and draughtsmen of the XVIIIth century. N. Y., Macmillan, 1903. il. 8°, cl., \$10.
- Eaton, Isabel Graham, and Bachelder, Charlotte Carr.** Annals of Pollock's Cove; some idyls of the Maine sea coast. N. Y., F. Tennyson Neely, [1902.] c. 114 p. 12°, cl., \$1.
- Everett, E: Franklin.** Descendants of Richard Everett of Dedham, Mass. Bost., New England Historic Genealogical Society, 1902. 389 p. il. 8°, subs., \$5.
- Fenwick, S:** Cancer and other tumors of the stomach. Phil., P. Blakiston Son & Co., 1903. 362 p. il. 8°, cl., \*\$3 net.
- Fitzgerald, E:** The works of E: Fitzgerald; ed. by W. Aldis Wright. Ed. de luxe. N. Y., Macmillan, 1903. 7 v., 8°, cl., ea., subs., \*\$3 net. [775 copies.]
- G., B. C. Teacher:** the young Christian teacher encouraged; or, objections to teaching answered; with an introd. by J: L. Spalding, D.D. St. Louis, B. Herder, 1902. 20+381 p. 8°, cl., \*\$1.25 net.
- Geikie, Sir Archibald.** Nociones de geologia. Nueva ed. castellana, completamente reformada por el Professor J. Hurtado de Mendoza. N. Y., Appleton, 1902. c. 153 p. il. 24°, (Nuevas cartillas científicas.) 40 c.
- Georgia. Supreme ct.** Reports of cases, v. 3, 4, 6, 7, 8, 9, 1847-1851, by Ja. M. Kelly and T: R. R. Cobb, reps. Reprint ed., annot. by Howard Van Epps. Atlanta, Ga., Franklin Print. and Pub. Co., 1901-2. c. O. shp., ea., \$3.
- Gilbert, A. L.** Modern business bookkeeping; arranged as a text-book for schools and colleges. Indianapolis, Bowen-Merrill Co., 1902. c. 3+215 p. 8°, (Bowen-Merrill ser.) cl., \*\*\$1.50 net.
- Gould, G: Milbry.** Biographic clinics: the origin of the ill-health of De Quincey, Carlyle, Darwin, Huxley and Browning. Phil., P. Blakiston's Son & Co., 1903. 221 p. 12°, cl., \*\$1 net.
- Grant, Mrs. Amarena.** The Roberts family: a genealogy of Jos. Roberts of Windham, Me., 18th century. Chic., West Chicago Press Assoc., 1902. 141 p. il. 8°, cl., \$2.
- Greenleaf, Emma M. C.** Stories and tales from the animal world. Bost., Educational Publishing Co., 1902. c. 239 p. il. S. cl., 50 c.
- Brief studies in natural history for very young children.
- Gregg, J: Rob.** Gregg shorthand: a light line phonography for the million. Rev. ed. Chic., Gregg Publishing Co., 1902. c. 20+163 p. 16°, cl., \$1.50.



- Gregg, J:** Rob. Gregg shorthand dictionary; the shorthand forms have been written under the direction of the author by Pearl A. Power. Chic., Gregg Publishing Co., 1902. c. 147 p. 24°, cl., \$1.
- Groves, Jos. Asbury.** The Alstons and Alltons of North and South Carolina; comp. from English, colonial and family records, with personal reminiscences; also notes of some allied families. Selma, Ala., Jos. Asbury Groves, 1901. [c. 1902.] 554 p. il. D. cl., \$5.
- Grunwald, L., M.D.** Atlas and epitome of diseases of the mouth, pharynx and nose; from 2d rev. and enl. German ed.; ed., with additions, by Ja. E. Newcomb, M.D. Phil., W: B. Saunders & Co., 1903. 219 p. il. col. pl., 12°, (Saunders' medical hand-atlas ser.) cl., \*\$3 net.
- Guthrie, W:** Norman, *comp.* The Christ of the ages in words of Holy Writ: being the story of Jesus drawn from the Old and New Testaments. Cin., Western Literary Press, 1903. c. 162 p. sq. 12°, cl., \$1.25.
- Hanish, Otoman Zar-Adusht.** Health and breath culture according to Mazdaznan philosophy, (sun-worship.) Limited ed. Chic., Mazdaznan Pub. Co., 1902. c. 12 pts. in 1 v. 200 p. il. 12°, cl., \$5.
- Hill, T:** Edie. School library encyclopedia; prepared especially for use in the public schools of America, with guide-posts—a reading index; ed. by L. Brent Vaughan. Chic., Caxton Co., [1902.] c. 4 v., il. (partly col.) por. maps, 8°, cl., \$20.
- Hills, W:** Sandford, *comp.* Genealogical data relating to the ancestry and descendants of William Hills, the English emigrant to New England in 1638; ed. by T: Hills. Bost., Alfred Mudge & Sons, 1902. 148 p. 8°, cl., \$1.
- Hodgson, Fred. T.** The hardwood finisher; with rules and directions for finishing in natural colors and in antique mahogany, cherry, birch, walnut, oak, ash, redwood, sycamore, pine and all other domestic woods; also miscellaneous rules for filling, staining, varnishing, polishing, dyeing, gilding, and bronzing; with hints on the preparation of woodwork for the finisher. 2d enl. ed. N. Y., Industrial Publication Co., 1902. c. '02. 3-109 p. D. cl., \$1.
- Hopkins, J:** Castell. Histoire populaire du Canada; tr. par B: Sulte. Phil., J. C. Winston Co., [1901.] c. 1902. 698 p. il. por. 8°, \$2.50.
- Horner, J:** B. Oregon literature. 2d ed. Portland, Ore., J. K. Gill Co., 1902. c. 253+2 p. il. pors. D. cl., \*\$1 net.  
Gives short account of all the known writers born in Oregon. Several years ago the author who is of the State Agricultural College, Corvallis, Oregon, compiled excerpts from the best known authors of Oregon. The work is now greatly increased. Joaquin Miller and Edwin Markham, author of "The man with the hoe," were born in Oregon.
- Hotchkiss, Chauncey Crafts.** For a maiden brave; il. in colors by Frank T. Merrill. N. Y., Appleton, 1902. c. 9+373 p. 12°, cl., \*\$1.50.
- Hovey, G: Rice.** A Hebrew word-book for study and class-room; comprising common Hebrew words grouped by roots, meanings of these words, alphabetical list of them without vowel points, English list with references to corresponding Hebrew, making an English-Hebrew vocabulary. Richmond, Va., Virginia Baptist Publishing Co., 1902. [c. 1900.] 91 p. S. cl., 40 c.
- Iglehart, Ferdinand Cowle.** The speaking oak, and 300 other tales of life, love and achievement. N. Y., L: Klopsch, 1902. c. 400 p. il. por. O. cl., \$1.  
It was to the Speaking Oak of Dodona that Jason went to learn how to secure the Golden Fleece. Young men and maidens are advised to "consult a Living Figure on a tree whose sacrifice makes it possible for us to secure a kingdom infinitely greater than that of Pelias." The anecdotes and stories are specially adapted for introduction into sermons and addresses to Sunday schools.
- Illinois.** The new little giant index digest to the Illinois reports, from the organization of the courts down to and including v. 191 of the supreme court reports, and v. 96 of the appellate court reports, by M. H: Guerin, Ferdinand Goss, Israel Shrimski. In 2 v. v. 1, (Aba-Jur.) v. 2, (Jury-Wron.) Chic., Callaghan & Co., 1902. c. 752; 756-1526 p. O. shp., \*\$15 net.
- Jowett, B:** Select passages from the introductions to "Plato," by B: Jowett; ed. by Lewis Campbell. N. Y., Oxford University Press, (Amer. Branch,) 1902. c. 12+246 p. por. 16°, cl., 85 c.
- Jowett, B:** Select passages from the theological writings of B: Jowett; ed. by Lewis Campbell. N. Y., Oxford University Press, (Amer. Branch,) 1902. c. 12+242 p. por. 16°, cl., 85 c.
- Kent, W:** The mechanical engineer's pocket-book: a reference book of rules, tables, data and formulæ for the use of engineers, mechanics and students. 6th ed., rev. N. Y., J: Wiley & Sons, 1902. c. 32+1113 p. 16°, mor., \$5.
- Kerr, Lady Annabel.** The whole difference. St. Louis, B. Herder, 1902. 2+361 p. 8°, cl., \*\$1.60 net.
- Kraemer, H:** A course in botany and phytomacognosy; il. with pls. and original drawings by the author. N. Y., G: E. Stechert, 1902. c. 384 p. D. cl., \*\$3.50 net.  
The author is Professor of Botany and Pharmacognosy and Director of the Microscopical laboratory in the Philadelphia College of Pharmacy. The book is written he says to meet his individual needs in his work as a teacher. This statement he hopes will explain both its limitations and scope.
- La Fontaine, Jean de.** Fables de La Fontaine, par Lambert Sauveur. Cinquieme ed. N. Y., W: R. Jenkins, [1902.] c. 77. 8+276 p. D. cl., \$1.50.  
The fables are selected with a view to furnishing the French teacher with material for conversation.
- Laut, Agnes Christina.** The story of the trapper; il. by Arthur Heming, and others. N. Y., Appleton, 1902. c. 15+284 p. il. 12°, (Story of West ser.) cl., \*\*\$1.25 net.
- Lee, Abigail Eloise Stearns.** "Prof. Charley": a sketch of Charles Thompson, by A. E. L., daughter of the Rev. William A. Stearns, D.D., late president of Amherst College;



with an introd. by Jos. Osgood Thompson. Bost., Heath, 1902. c. 34 p. il. por. 12°, cl., 50 c.

**Letters of an American countess to her friend, by the countess herself.** N. Y., J. S. Ogilvie Pub. Co., [1902.] c. 128 p. D. cl., 50 c.; pap., 25 c.

The theme is the sacrificing of American heiresses to titled foreigners. In a series of letters supposed to be written by a victim, the methods of the ambitious mother, the fortune loving count and a syndicate which is responsible for the barter are discussed.

**Little Miss Muffet, and other stories.** N. Y., McLoughlin Bros., 1902. c. 72 p. il. (partly col.) 12°, bds., 25 c.

**Lord, Mrs. Mary E. Grandma's yarns.** Brooklyn, N. Y., Mrs. Mary E. Lord, 1902. c. 23 p. il. 12°, cl., 25 c.; pap., 15 c.

**Louisiana reports, v. 107. Juridical year 1901-1902.** St. Paul, West Pub. Co., 1902. c. 20+500 p. O. (National reporter system ed.) shp., \$8.

Cases argued and determined in the supreme court of La., reported in the La. reports, v. 107, and the Southern reporter, vs. 31 and 32. With cross-reference tables, table of cases cited, tables of code sections, legislative acts and articles of the constitution cited and construed.

**McCabe, Jos. St. Augustine and his age.** N. Y., Putnam, 1903. [D.] c. 5+516 p. por. O. bds., \*\*\$2 net.

An attempt to interpret the life of one of the most famous saints of the Christian church by the light of psychology rather than by that of theology. "I have tried," says the author, "to exhibit the development of Augustine as an orderly mental and moral growth and present it in harmonious relation to the many other interesting figures and groups on the broad canvas of his age." Index. Bibliography (4 p.)

**McGrath, J. J. Surgical anatomy and operative surgery, for students and practitioners.** Phil., F. A. Davis Co., 1902. c. 14+559 p. il. pl. (partly col.) cl., \$4 net; hf. rus., \$5 net.

**Mack, W., and Nash, Howard P., eds. Cyclopedica of law and procedure; annual annotations, (1-4, cyc.)** N. Y., Amer. Law Book Co., 1902. c. 161 p. O. shp., \$6.

**McNeill, Angus. The egregious English.** N. Y., Putnam, 1903. [Ja.] c. 1902. 3+210 p. D. cl., \*\*\$1.25 net.

A reply to Mr. T. W. H. Crosland's "The unspeakable Scot." Behind the author's almost transparent pseudonym may lurk a clever, humorous and wholly good-natured Englishman or American. He shows up the weaknesses of the English sportsman, man-of-business, man-about-town; and of the English army, navy, churches, poets, fiction, drink, food, education, recreation, etc. The chapter on Chiffon, the English wife of the hour, proves that the women folk of the egregious English are much like all other wives, possibly excepting the wife of "the unspeakable Scot."

**Marbut, Curtis Fletcher. The evolution of the northern part of the lowlands of south-eastern Missouri.** Columbia, Mo., University of Missouri, 1902. c. 8+63 p. maps, 8°, (University of Missouri studies; ed. by Frank Thilly, v. 1, no. 3.) pap., \$1.25.

**Maynard, Mrs. Mila Tupper. Walt Whitman, the poet of the wider selfhood.** Chic., C. H. Kerr & Co., 1903. c. 3-145 p. D. hf. cl., \$1.

The writer is joint pastor with her husband in the Myron Reed movement in Denver, Col., known as Broadway Temple Association. Interested in industrial and social problems. Sums up the biographical facts of Walt Whitman's life and then studies the separate poems as they deal with the copious personal self, the cosmic self, the eternal self, the larger

woman and larger man, democracy, America, etc. Walt Whitman is considered the most misunderstood of men and writers, but sure to be acknowledged a prophet and great poet in the future.

**Meyer, Max. Contributions to a psychological theory of music.** Columbia, Mo., University of Missouri, 1901. c. 6+80 p. 8°, (University of Missouri studies; ed. by Frank Thilly, v. 1, no. 1.) pap., 75 c.

**Michie, T. Johnson, ed. Banking cases, annotated: a collection of all cases affecting banks decided by the courts of last resort in the U. S. v. 4.** Charlottesville, Va., Michie Co., 1902. c. 8+798 p. O. shp., \$5.

**Miles, Eustace Hamilton. Racquets, tennis, and squash; il. with photographs and diagrams.** N. Y., Appleton, 1903. [Ja.] 29+336 p. il. D. cl., \*\$1.60 net.

Author is amateur racquet champion of the world at singles and of England at doubles, amateur tennis champion of the world, holder of the gold prize, and amateur squash tennis champion of America (1900).

**Moore, Veranus Alva. The pathology and differential diagnosis of infectious diseases of animals; with an introd. by Daniel Elmer Salmon.** Ithaca, N. Y., Taylor & Carpenter, 1902. [D14.] c. 14+380 p. il. (partly col.) map, diagram, O. cl., \$4.

V. A. Moore is Professor of Comparative Pathology, Bacteriology and Meat Inspection in the N. Y. State Veterinary College, Cornell University. D. E. Salmon is chief of the Bureau of Animal Industry, U. S. Dept. of Agriculture. A knowledge of general pathology, and of the principles of bacteriology has been taken for granted. Results concerning which there are controversies are avoided as far as possible. The reports of the investigations made at various institutions and experiment stations and standard works have been freely drawn upon. List of reference books. Index.

**Morris, Tyler Seymour, comp. The Tucker genealogy: a record of Gilbert Ruggles and Evelina Christina (Snyder) Tucker, their ancestors and descendants.** Chic., Tyler Seymour Morris, 1903. 305 p. il. maps, 8°, hf. mor., \$10. [100 copies.]

**Munro, J. The story of electricity.** N. Y., Appleton, 1902. c. 191 p. il. 24°, (Library of useful stories.) \*\*35 c. net.

**Muret, E., and Sanders, Dan. Muret-Sanders pocket dictionary of the English and German languages; with pronunciation according to the phonetic system of Tous-saint-Langenscheidt.** N. Y., Lemcke & Buechner, 1903. 42+496 p. S. (Langenscheidt's pocket dictionaries for travelling, reading and conversation.) cl., \*\$1.25 net.

**Murray, Ja. A. H.; [and others.] eds. A new English dictionary on historical principles, founded mainly on the materials collected by the Philological Society. [Reissue in monthly parts.]** v. 3. pt. 43, Exercised-Ezod. N. Y., Oxford University Press, (Amer. Branch,) 1902. 463-488 p. f°, pap., 90 c.

**New International encyclopædia; ed. by Daniel Coit Gilman, Harry Thurston Peck and Frank Moore Colby.** In 17 v. v. 4, 5. Canada Balsam-Desiderius. N. Y., Dodd, Mead & Co., 1902. c. 6+842; 6+842 p. il. pl. (partly col.) por maps, 8°, cl., subs. (Apply to pubs. for prices.)

See notice, "Weekly Record," P. W., Nov. 15, 1902, [1607.]

**Northwestern reporter, v. 91. Permanent ed.,** July 22-Nov. 18, 1902. St. Paul, West Pub.



Co., 1902. c. 24+1224 p. O. (National reporter system, state ser.) shp., \$4.

Contains all the decisions of the supreme courts of Minn., Wis., Iowa, Mich., Neb., No. Dak. and So. Dak. With table of northwestern cases in which re-hearings have been denied. With tables of northwestern cases published in vs. 113, 114, Iowa reports; 127, Mich. reports; 85, Minn. reports; 62, Neb. reports; 10, No. Dak. reports; 112, Wis. reports. A table of statutes construed is given in the index.

Phillips, D: Everett, *ed.* Monumental inscriptions in the old cemetery at Rutland, Worcester Co., Mass., laid out June 7, 1717. Columbus, O., Old Northwest Genealogical Soc., 1902. 36 p. 8°, cl., \$1.

Pinches, Theophilus G. The Old Testament in the light of the historical records and legends of Assyria and Babylonia. N. Y., E. & J. B. Young & Co., 1902. 520 p. 8°, cl., \*\*\$2.50 net.

Platt, C.; M.D. A manual of quantitative analysis and of clinical medical chemistry, for physicians and students. 4th ed., rev. and enl. Phil., J: Jos. McVey, 1902. c. 190 p. 8°, cl., \$1.75.

Pratt, Sereno S. The work of Wall street. N. Y., Appleton, 1903. [Ja.] c. 13+286 p. il. D. (Appleton's business ser., no. 2.) cl., \*\*\$1.25.

Author claims this is the first book on Wall Street dealing in a comprehensive way with the whole subject of speculation, investment and money. He describes the evolution of Wall Street during 110 years, the origin, the meaning, the scope and the mechanism of the Stock Exchange; of the loans, securities, gold shipments, banks. He also describes bucket-shops and other attendant evils of the financial district. Specially valuable for schools of commerce.

Price, Mrs. Annie Darling. A history of the formation and growth of the Reformed Episcopal church, 1873-1902. Phil., Ja. M. Armstrong, 1902. c. 320 p. por. pl., D. cl., \$1.

Quinius, Herman F. and Augusta. A day in Africa: from the recollections of Herman F. and Augusta Quinius; tr. by J: G. Quinius. Dayton, O., J: G. Quinius, 1903. 4 p. 32°, pap., 3 c.

Quinius, Herman F. and Augusta. The visit of the king; from recollections of Herman F. and Augusta Quinius; tr. by J: G. Quinius. Dayton, O., J: G. Quinius, 1903. 4 p. 32°, pap., 3 c.

Ramsay, W: Mitchell. The education of Christ: hill-side reveries. N. Y., Putnam, 1902. 9+139 p. S. cl., \$1.

The author is Professor of Humanity in Aberdeen University. His studies of the early education and social environment of Christ as here given are modified forms of the Murtle lecture delivered in the University of Edinburgh on February 2, 1902; of a paper read before the Geographical Society in London March 10, 1902; and of a paper formerly contributed to the *Philadelphia Sunday-School Times*.

Rickaby, Jos. Oxford and Cambridge conferences. 2d ser., 1900-1901. St. Louis, B. Herder, 1902. 7+246 p. 8°, cl., \*\*\$1.35 net.

Riley, Ja. Whitcomb. The poems and prose sketches of Ja. Whitcomb Riley. Homestead ed. In 12 v. v. 11, 12. N. Y., Scribner, 1902. c. 2 v., il. 12°, subs., for complete set, cl., \$18; hf. levant, \$36.

*Contents:* v. 11, Rubáiyát of Doc Sifers and Home-folks; v. 12, The book of joyous children.

Robertson, Archibald T: Syllabus for New Testament study; for use of class in New

Testament English in Southern Baptist Theological Seminary, Louisville, Ky. Louisville, Ky., C: T. Dearing, 1902. c. 129 p. chart, 8°, cl., \*75 c. net.

Schneider, Albert. Powdered vegetable drugs. Pittsburg, Pa. Calumet Publishing Co., 1902. c. 323 p. il. D. cl., \*\*\$2.50 net.

Although the work is primarily intended for students in colleges of pharmacy, it may be used also by practicing pharmacists. The author says that this is the first book on powdered vegetable drugs ever published in English. It is divided in two parts. The first part treats of the color, odor, and test of vegetable drugs, and the general histology of vegetable powders, also of the equipment and methods employed in their examination. Part two gives special descriptions of one hundred and ninety-five of the more important vegetable powders used in the United States; with their common English or French names, and considers the quality of the powder, taste, etc. Part one is indexed. Part two is alphabetically arranged by subjects.

Schultze, Carl E., ["Bunny," *pseud.*] The many adventures of Foxy Grandpa. N. Y., Foxy Grandpa Co., 1902. c. 73 p. col. il. sq. 4°, cl., \$1.

Scott, Ja. Brown, *ed.* Cases on international law selected from decisions of English and American courts; ed., with syllabus and annots. Bost., Boston Book Co., 1902. c. 67+961 p. O. cl., \*\*\$3.50 net.

Based on the late Dr. Freeman Snow's cases and opinions on international law.

Shakespeare, W: Works. N. Y., Industrial Publication Co., 1903. 1000 p. 8°, cl., \*\*\$1 net.

Shakespeare, W: Shakespeare's The merchant of Venice; ed., with an introd. and notes, by R: Jones and Franklin T. Baker. N. Y., Appleton, 1903. [Ja.] c. 174 p. D. (Twentieth century text-books.) cl., 30 c.

"In this edition of 'The merchant of Venice' there is given the customary linguistic explanatory matter but the chief stress is laid upon the necessary question of the play, viz., the attitude toward Shylock that Shakespeare intended the reader or spectator to take."—*Preface*.

Shaw, J: Arthur. Some features of the faith: a popular discussion of certain cardinal points of Christian doctrine. Milwaukee, Wis., Young Churchman Co., 1902. 306 p. D. cl., \*\*\$1.25 net.

The "cardinal points" selected: God, the creation, the fall, original sin, the Saviour, the kingdom of heaven, baptism of John the Baptist, Christian baptism, sin after baptism, repentance, holy communion. Written from the "advanced" Anglican standpoint.

Shawhan, Ja. Martin. Unpolished pebbles: [poems.] Marietta, O., Ja. Martin Shawhan, 1902. c. 132 p. il. por. D. cl., \$1.25.

Shepard, Ja. John Hall of Wallingford, Ct.: a monograph. New Britain, Ct., Record Press, 1902. 60 p. 8°, cl., \$1.

Simonds, W: E: A student's history of English literature. Bost., Houghton, Mifflin & Co., [1902.] c. '92. 7+483 p. il. D. cl., \$1.25.

The Prof. of English Literature in Knox College, Galesburg, Ohio, has accepted suggestions of practical utility from the text-books of Pancoast, of Moody and Lovett, of Halleck, and of Johnson. He divides his subject according to centuries and for each century presents as many essential facts in its literary history as possible. He follows the biographical method more closely than some authors and gives less scope to technical criticism. The suggestions for study of separate books are an important feature of this very compact and very practical text-book. Maps, tables, facsimile title-pages. Index.



**Sisters of Mercy**, Mount St. Mary's, Manchester. Reverend Mother Mary Xavier Warde, foundress of the Order of Mercy in the United States: the story of her life; with brief sketches of her foundations; preface by Dennis M. Bradley, D.D. Bost., Marlier & Co., 1902. c. 15+287 p. il. por. D. cl., \$1.25.

Frances Warde the subject of this biography was born at Mountrath, Queen's County, Ireland, about 1810. Besides giving the history of Mother Mary Warde's youth and novitiate in Ireland an account of her founding the Order of Sisters of Mercy in Pittsburgh, Pa., is given, with other incidents in the history of the American order.

**Smith, Lemuel A.** Wild flowers of fancy: a brochure: [poems.] N. Y., Abbey Press, [1902.] c. 4+86 p. D. cl., 75 c.

**Sobotta, J., M.D.** Atlas and epitome of human histology and microscopic anatomy; ed., with additions, by G. Carl Huber, M.D. Phil., W: B. Saunders & Co., 1903. 248 p. il. col. pl., 12°. (Saunders' medical hand-atlas ser.) cl., \*\$4.50 net.

**Southwestern reporter**, v. 69. Permanent ed., July 14-Nov. 12, 1902. St. Paul, West Pub. Co., 1902. c. 14+1226 p. O. (National reporter system, state ser.) shp., \$4.

Contains all the current decisions of the supreme and appellate courts of Ark., Ky., Mo., Tenn., Texas, and I. T. With table of southwestern cases in which rehearings have been denied. Also, table of writs of error denied by the supreme court of Texas in cases in the court of civil appeals. Also, tables of southwestern cases published in vs. 105, Ky. reports; 23, Ky. law reporter; 165, 166, Mo. reports; 107, Tenn. (23 Pick.) reports; 41, Texas criminal reports. A table of statutes construed is given in the index.

**Stearns, Arthur Adelbert.** The law of suretyship, covering personal suretyship, commercial guaranties suretyship as related to negotiable instruments, bonds to secure private obligations, official and judicial bonds, surety companies. Cin., W. H. Anderson Co., 1903. c. '02. 17+747 p. O. shp., \$6.

**Stevenson, Rob. L.** Some letters, by Robert Louis Stevenson; with introd. by Horace Townsend. N. Y., Ingalls Kimball, 1902. 44 p. por. and facs., 12°, bds., \*\$1.25 net; Japan ed., \*\$5 net.

Five letters addressed to A. Trevor Hall, fashionable portrait painter and member of the Royal Society of British Artists. The first letter is undated, but was probably written soon after Stevenson's return from America with his newly-wedded wife; the fifth letter is dated April 23, 1884.

**Stone, Wilbur Macey, ed.** Book-plates of today. N. Y., Tonnelé & Co., 1902. c. 4+62 p. 4°, bds., \$1.50.

*Contents:* "American designers of book-plates—W: Edgar Fisher," by W. G. Bowdoin; "The artistic book-plate," by Temple Scott; "Book-plates and the nude," by Wilbur Macey Stone; "The architect as a book-plate designer," by Willis Steel; and "Check-list of the work of 23 book-plate designers of prominence," comp. by Wilbur Macey Stone. The illustrations consist of 8 book-plates, in color, designed specially for this book by Jay Chambers, T: Tyron. S. D. French, and others, also, a number of book-plates from the London *Studio* and other sources.

**Story, Alfred T.** The story of photography. N. Y., Appleton, 1902. c. 169 p. il. 24°, (Library of useful stories.) cl., \*\*35 c. net.

**Swasey, B: Franklin.** History of the Baptist Church, Exeter, N. H., 1800-1900. Exeter, N. H., B: Franklin Swasey, 1901. 118 p. il. 8°, \$2.10.

**Tarr, Ralph Stockman.** Syllabus for field and laboratory work in dynamic, structural and physiographic geology (Geology 1) at Cornell University. Ithaca, N. Y., A. Woodward Stephens, 1902. c. 152 p. 12°, cl., 50 c.

**Taylor, Anna.** Natural method of shorthand instruction for individual or class use. 3d rev. ed. Indianapolis, Bowen-Merrill Co., 1902. c. 14+370 p. 12°, (Bowen-Merrill ser.) cl., \*\*\$1.50 net.

**Texas.** Notes on reports: a chronological series of annots. of the decisions of the supreme court and the various civil and criminal appellate courts of Texas, showing their present value as authority as disclosed by all the subsequent citations of those cases in later Texas cases, in the decisions of sister states, and in all the federal reports; with parallel references to Am. decisions, Am. reports, Am. state reports, and the reporter system; by Walter Malins Rose. Book 5. San Francisco, Bancroft-Whitney Co., 1902. c. 6+1565 p. O. shp., \$7.50.

**Texas court reporter.** Cases argued and adjudged in the supreme court, court of criminal appeals, and the courts of civil appeals of the state, during the 2d half of the 1901-1902 term. v. 4. Austin, Ben C. Jones & Co., [1902.] 24+1136 p. O. shp., \$3.

**Thomas Aquinas, (St.)** An apology for the religious orders: being a translation from the Latin of two of [his] minor works; ed., with introd., by Rev. J: Proctor. St. Louis, B. Herder, 1902. 5+488 p. 8°, cl., \*\$1.60 net.

**Thwing, Walter Eliot.** The Livermore family of America. Bost., W. B. Clarke Co., 1902. 479 p. il. 8°, cl., \*\$7.50 net.

**Trumbull, Ja. Russell.** History of Northampton, Massachusetts, from its settlement in 1654. v. 2. Northampton, [Nancy L. Miller,] 1902. c. 20+699 p. por. plans, facsimiles, O. cl., \$5; hf. mor., \$6.50.

The author was born in 1825. Just when he planned the present work is not known. He died in 1899 leaving the history nearly completed. His nephew has finished editing this second volume. It was never intended to go beyond the beginning of the nineteenth century, from which point town records and newspapers carry it forward.

**Tufts, Ja. Hayden, ed.** James Tufts: a memorial. Chic., University of Chicago Press, 1902. 145 p. il. 8°, gratis.

**Twentieth century dictionary**; containing every useful word in the English language, with its correct spelling, accurate pronunciation and exact meaning, according to Webster and Worcester; to which is added an encyclopaedia of valuable information, also a complete supplement of new words. Nashua, N. H., C. C. Parker, 1902. c. 448 p. 12°, cl., \$1.50.

**Wade, Stuart C., comp.** The Wade genealogy. pts. 2 and 3. Rutland, Vt., Tuttle Co., 1902. 97-192; 193-288 p. 8°, cl., ea., \$1.

**Waterhouse, Percy Leslie.** The story of the art of building; with an account of architecture in America. N. Y., Appleton, 1902. c. 215 p. il. 24°, (Library of useful stories.) cl., \*\*35 c. net.



**Waters, Rob.** Career and conversation of John Swinton, journalist, orator, economist. Chic., C. H. Kerr & Co., [1902.] c. 84 p. D. pap., 25 c.

**Weeks, Raymond.** Origin of the covenant Vivien, Columbia, Mo., University of Missouri, 1902. c. 64 p. 8°, (University of

Missouri studies; ed. by Frank Thilly, v. 1, no. 2.) pap., 75 c.

**Welch, W. Lewis.** Francis Lyford of Boston and Exeter and some of his descendants; from the historical collections of the Essex Institute. Salem, Mass., Essex Institute, 1902. 88 p. 8vo, pap., \$1.

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J. S. OGILVIE PUB. Co., 57 Rose St., New York.		B. FRANKLIN SWASEY, Exeter, N. H.	
Letters of an American countess. 25 c.;	50	Swasey, History of the Baptist church, Exeter, N. H.....	2.10
OLD NORTHWEST GENEALOGICAL SOC., Columbus, O.		TAYLOR & CARPENTER, Ithaca, N. Y.	
Phillips, Monumental inscriptions in the old cemetery at Rutland, Mass.....	1.00	Moore, Pathology and differential diagnosis of infectious diseases of animals.....	4.00
OXFORD UNIVERSITY PRESS, (Amer. Branch,) 91-93 Fifth Ave., New York.		TONNELE & Co., 30 E. 21st St., New York.	
Jowett, Select passages from the introduction to "Plato".....	85	Stone, Book-plates of to-day.....	1.50
—, Select passages from the theological writings of B. Jowett.....	85	TUTTLE Co., Rutland, Vt.	
Murray, and others, New English dictionary, reissue in monthly parts, v. 3, pt. 43.....	90	Wade, The Wade genealogy, pts. 2 and 3.....	1.00
C. C. PARKER, Nashua, N. H.		UNIVERSITY OF CHICAGO PRESS, Chicago.	
Twentieth century dictionary.....	1.50	Tufts, Memorial.....	gratis
PELHAM PRESS, New York.		UNIVERSITY OF MISSOURI, Columbia, Mo.	
Chapin, Discords.....	1.50	Baur, Eileithyia.....	1.00
G. P. PUTNAM'S SONS, 29 W. 23d St., New York.		Marbut, Evolution of the northern part of the lowlands.....	1.25
McCabe, St. Augustine and his age, net, **2.00		Meyer, Contributions to a psychological theory.....	75
McNeill, The egregious English...net, **1.25		Weeks, Origin of the covenant.....	75
Ramsay, Education of Christ.....	1.00	VIRGINIA BAPTIST PUBLISHING Co., Richmond, Va.	
J. G. QUINIUS, 4th and Main Sts., Dayton, O.		Hovey, A Hebrew word-book.....	40
Quinius, A day in Africa.....	3	WEST CHICAGO PRESS ASSOC., 65-71 Plymouth Pl., Chicago.	
—, Visit of the king.....	3	Grant, The Roberts family.....	2.00
RECORD PRESS, New Britain, Ct.		WEST PUB. Co., 52-58 W. 3d St., St. Paul, Minn.	
Shepard, John Hall of Wallingford, Ct.	1.00	Louisiana reports, v. 107.....	8.00
FLEMING H. REVELL Co., 156 Fifth Ave., New York; 63 Washington St., Chicago.		Northwestern reporter, v. 91.....	4.00
Davis, Whether white or black.....	75	Southwestern reporter, v. 69.....	4.00
R. H. RUSSELL, 3-7 W. 29th St., New York.		WESTERN LITERARY PRESS, Cincinnati.	
Birds of God.....	3.00	Guthrie, The Christ of the ages.....	1.25
W. B. SAUNDERS & Co., 925 Walnut St., Philadelphia.		JOHN WILEY & SONS, 43 E. 19th St., New York.	
Grunwald, Atlas and epitome of diseases of the mouth, nose, etc., 2d rev., enl. ed.....	net, *3.00	Baker, On roads and pavements.....	5.00
Sobotta, Atlas and epitome of human histology.....	net, *4.50	Kent, Mechanical engineer's pocket-book.....	5.00
CHARLES SCRIBNER'S SONS, 153-157 Fifth Ave., New York.		J. C. WINSTON Co., 718-724 Arch St., Philadelphia.	
Riley, Poems, Homestead ed., in 12 v., v. 11, 12.....	subs., \$18; 36.00	Hopkins, Histoire populaire du Canada.....	2.50
JAMES MARTIN SHAWHAN, Marietta, O.		E. & J. B. YOUNG & Co., 7-9 W. 18th St., New York.	
Shawhan, Unpolished pebbles.....	1.25	Pinches, The Old Testament in the light of historical records.....	net, **2.50
G. E. STECHERT, 9 E. 16th St., New York.		YOUNG CHURCHMAN Co., 412 Milwaukee St., Milwaukee, Wis.	
Kraemer, Course in botany and pharmacognosy.....	net, *3.50	Shaw, Some features of faith.....	net, **1.25

## RECENT ENGLISH BOOKS.

DICKENS, C. Works and life. Gadshill edit. de luxe. 36 vols. Special paper. Illus. on Japanese vellum. Chapman. 8°, 378s.

DICKENS, C: A house to let: being the Christmas number of *Household Words*, 1858; with a colored frontispiece by Audley Gunston. N. Y., Scribner, [imported,] 1902. 153 p. 16°, limp lambskin, 80 c. net.

THALLNER, O. Tool steel: concise handbook on tool steel in general, its treatment in forging, annealing, hardening, tempering, etc., and the appliances therefor. Auth. trans. by Wm. T. Brannet. 69 illus. Low. 8°, 9 x 6, 196 p., 10s. 6d., net.

REA, J. T. How to estimate: analysis of builders' prices. Giving full details of estimating for builders, and containing thousands of prices and much useful memoranda. 45 illus. Batsford. 8°, 8½ x 5¼. 344 p., 7s. 6d., net.



# The Publishers' Weekly.

FOUNDED BY F. LEYPOLDT.

JANUARY 17, 1903.

The editor does not hold himself responsible for the views expressed in contributed articles or communications.

All matter, whether for the reading-matter columns or advertising pages, should reach this office not later than Wednesday noon, to insure insertion in the same week's issue.

Books for the "Weekly Record," as well as all information intended for that department, should reach this office by Tuesday morning of each week.

*"I hold every man a debtor to his profession, from the which, as men do of course seek to receive countenance and profit, so ought they of duty to endeavor themselves by way of amends to be a help and an ornament thereunto."*—LORD BACON.

## AMERICAN BOOK SALES, 1901-1902.

THE story of the American auction sales during the season of 1901 and 1902, is much the same as that of the English book sales reviewed in our issue for November 22, 1902. In looking over the series of catalogues of the sales during the past season as recorded in Mr. Livingston's "American Book Prices Current,"\* recently published by Dodd, Mead & Co., there seems to have been few libraries that, when sold, were in the condition in which they left the hands of their owners. Although this 1902 volume exceeds in size and number of lots any of the seven volumes already published, its bulk depends largely upon the catalogues of books from a few great collections, and upon sales made up of important material probably consigned by various owners, but the catalogues of which were not descriptive of the books of any one library or collection. Owners of rare books know that where a few rare items are included in a miscellaneous collection of second-rate or ordinary material the prices realized are very likely to be less than the same items would bring if they were offered in a sale made up mainly of rare or important books. And in consequence the auctioneers are likely to keep small lots of first-class material until they have enough consignments from various owners to make a catalogue of a two or three days' sale.

Of the three great libraries sold during the past season, two were offered by the trade;

and the sales of these—the Lefferts and Morgan books—seemed to show pretty conclusively that books, even fine and rare items, put up at auction by a bookseller and known to be his property, and not "protected" at the sale, do not attract bidders in the same degree as the same books would be expected to do if sold as the property of a private owner.

The important sales recorded in the new volume of "American Book Prices Current" are the Lefferts, the McKee, the Morgan, the Weeks collections.

One of the most important American collections of rare books, that of Mr. Marshal C. Lefferts, was sold to a bookseller (George H. Richmond, of New York City,) early in the season, and a considerable portion of it found its way into the auction room. The Lefferts library was notably and remarkably complete in two lines: first, English poetry and prose, including English plays, before 1700; and, second, books relating to American discovery and history, in the English language, mostly printed before 1700 but with a few important items of later date. That portion of the collection of English literature which was not disposed of privately was offered at auction by Bangs & Co., April 21-24 inclusive. The unsold portion of the Americana was sent to England and sold at Sotheby's.

Three parts of the library of the late Thomas J. McKee, the sale of the first part of which took place in November, 1900, were sold during the season by John Anderson, Jr. These were Parts IV. to VI. Part IV. which was sold on December 2 and 3, 1901, included Mr. McKee's collection of English prose and verse of the sixteenth and seventeenth centuries, and presented one of the most remarkable series of titles in these classes ever offered in this country. Many of the books, however, were inferior copies. All those whose condition was first-class brought high prices. The most notable, both from point of interest as well as that of price, according to Mr. Livingston, was a copy of the 1624 edition of Shakespeare's "Rape of Lucrece." This was large and fine, in a modern binding by Bradstreet, but the device and imprint of the title had been cut out and replaced. This little book brought \$1925. In some respects the next interesting item in the sale was a copy of the Earl of Stirling's "Recreations with the Muses," first edition, London, 1637. It contained the rare portrait of the author engraved by William Marshall, and

\*Livingston, Luther S. American book prices current: a record of books, manuscripts, and autographs sold at auction in New York, Boston and Philadelphia, from September 1, 1901, to September 1, 1902, with the prices realized; compiled from the auctioneers' catalogues. v. 8. N. Y., Dodd, Mead & Co., 1902. 184-662 p. O. cl., 930 copies, ea., net, \$6; 30 large pap. copies, ea., net, \$15.



on this account brought the unprecedented price of \$760.

Part v. of the McKee library, sold on February 17 and 18, was largely made up of manuscripts and prints. A two-page folio manuscript in the handwriting of Major John André, being a prologue written and spoken by him on the occasion of the opening of the John Street Theatre, in New York City, on the evening of January 9, 1779, brought \$1710. Autograph manuscripts by John Howard Payne, John Keats, and John G. Whittier, were also notable items in the sale. A specimen of the earliest known New York playbill, announcing a performance of King Richard III., at the Nassau Street Theatre, on November 12, 1753, brought \$506.

Part vi. of the McKee library was sold on May 12 and 13. This section included books in several departments, being the important items left after the earlier classified sales, and a few rare books overlooked when the previous catalogues were prepared. Most notable were the few items of early historical Americana, American Bibles, etc., which had been excluded from the first catalogues of American poetry and plays, and the series of books by eighteenth and nineteenth century English writers. The most important books in the latter were, of course, the first editions of the writings of Shelley, Keats, Lamb, Tennyson, etc. The copy of Shelley's "Adonais, an Elegy on the Death of John Keats," 1821, which had been given by the author to Leigh Hunt, brought \$2125, the highest price paid for a single volume during the season. Two other Shelley rarities, both without autograph interest, were "An Address to the Irish People," 1812, an uncut copy, \$710; and "A Proposal for Putting Reform to the Vote Throughout the Kingdom," 1817, taken from a volume of pamphlets, the edges being trimmed, \$625. Other first editions of Shelley's writings, as well as some of the rarer books by Keats and Lamb, brought high prices.

The most remarkable price paid during the season for any book was probably the sum of \$2025, which was paid for a quarto Bible with the imprint "London: Printed by Mark Baskett, . . . 1752," and lacking the title-page of the New Testament. Although having the London imprint, this was, it is claimed, printed by Kneeland and Green in Boston, they having put the London imprint upon it in order to prevent prosecution by the English publishers, who had the sole privilege of printing Bibles. This story has been current since

the publication by Isaiah Thomas of his "History of Printing" in 1810, and has provoked much discussion. Only one other copy of this Bible has ever been offered for sale, and that one was in the possession of Mr. John Anderson, Jr. Possibly the two copies are identical.

Although Mr. McKee possessed few rare books of the class generally called Americana, he had a small number of rarities which excited keen competition. The best of these was a copy of the rare first editions of Cadwallader Colden's "History of the Five Indian Nations," printed by William Bradford in New York in 1727. This brought \$860. Thomas's "Account of Pensilvania and of West-New-Jersey," 1698, brought the record price of \$805. The rare 1634 edition of Wood's "New England's Prospect," with the map, also dated 1634, brought \$620, another record price.

Among other famous books constantly sought after by collectors, and which are increasing step by step in price each time a copy comes up for sale, were the first edition of the Poems of Robert Burns, printed at Kilmarnock in 1786, which brought \$825, and the first edition of Gray's "Elegy," 1751, which brought \$740.

The most important volume of incunabula sold during the year was in this sale. It was a copy of the first edition of "The Imitation of Christ," printed by Gunther Zainer at Augsburg in 1471, and brought \$1600. This was the very large and fine copy which had been offered by Quaritch at £21 in his catalogue in 1876.

The collection of first editions of important authors which had been brought together within the last few years by Mr. Alfred J. Morgan was purchased some time ago by a bookseller, and considerable portions sold from it. The remaining portion, including some of the rarest and most sought after books of the most famous authors of the nineteenth century, was sold by Bangs & Co. on April 1 and 2, 1902. The prices, however, with perhaps a few exceptions, were less than would have been realized without much doubt had the books been sold as the property of the collector himself.

Mr. William R. Weeks, of Newark, N. J., has been known for years as a collector of material relating to that State. His library, or, rather, a very large portion of it, was sold in Philadelphia by Mr. Henkels on March 5 and 6. It included some first-class items, the most notable being a little pamphlet of eight pages with the unattractive title, "A



True Account of the Dying Words of Ockanickon," printed at London in 1682. This brought the astonishing price of \$1450. Anything relating to American Indians, and of such fugitive interest and comparatively as rare as this little piece, is almost certain to command increasingly high prices during the years to come; nevertheless, it is doubtful whether the price for this particular item will ever be reached again by a thousand dollars.

While from the viewpoint of the person interested in collectors' books the sales mentioned above were the most important of the season, there was a number of other private libraries, made up of large collections of books in various departments of knowledge, though containing few pieces of great rarity or high market value. Such books, which are bought to be read, interest by far the larger number of bookbuyers generally, although their sales do not attract any such audiences or provoke any such competition as the sales made up of collectors' books.

The record has been made up from 166 catalogues, comprising 274 days' sales in upwards of 300 sessions. The total number of lots in the catalogues from which the editor has made selections is a little over 114,000, being within a few hundred of the same number of lots sold at auction during the season of 1900-1901.

As foreshadowed in the opinion of Judge Leventritt denying the preliminary injunction, the Supreme Court, through Judge O'Gorman, has united in sustaining the demurrer of the defence in the Macy case, and ruling that the National Druggists' Association case is the ruling law in the State of New York. We present in this issue the text in full of that decision with the decision of the trial on which the affirmation was based. To that is appended the decision in the Georgia case, which is exactly contrary to the New York decision. Unless some federal question is found in the case, it seems probable that the Macy case as presented in the elaborate defence of the Macy counsel is ended with a signal victory on the side of the booksellers and publishers. It is well that the case has been so promptly fought to a finish; unless some ground of appeal can be found the reform movement on its present lines gives prospect of success. The trade is certainly to be congratulated on the outcome of the present case, and the Macy firm and its counsel are to be thanked for making so full an expression of the principles involved.

## R. H. MACY & CO. BEATEN AGAIN.

FOLLOWING is the text of the decision of Judge James A. O'Gorman, of the New York Supreme Court, handed down January 14, in the case of Isidor Straus and Nathan Straus, composing the firm of R. H. Macy & Co., v. American Publishers' Association, *et al.*, which came up for a hearing on January 12: "Demurrer sustained with costs, on authority of Park v. Nat. Wholesale Druggists' Association. (54 App. Div., 223.)"

### SYNOPSIS OF THE BRIEF OF R. H. MACY & CO.

As the brief of the attorneys for R. H. Macy & Co. is not printed and the original document not available at the time we go to press, we present the following cursory synopsis prepared for us by the attorneys for the plaintiffs:

The plaintiffs claim that their complaint sets forth a complete cause of action against the defendant as having entered upon an unlawful combination whereby competition in this State, as well as in all States of the United States, in the supply and sale of books has been and is restricted and prevented, and whereby the free pursuit in this State of the lawful business of selling books at retail has been and is restrained and prevented contrary to the statute in such case made and provided. Also, that the defendants sought to "force plaintiffs" to join such combination, and that they have conspired to injure plaintiffs in their business of selling books at retail, and sought to prevent all persons in the business of publishing, and buying and selling books at wholesale or retail, from dealing with plaintiffs. That the defendants have purposed, furthermore, to impede and injure plaintiffs' business, have libelled them, and have sought to prevent publishers and dealers, members of either association, from dealing with plaintiffs, and threatened injury to anyone who did so, and have blacklisted plaintiffs, and injured threatened and intimidated persons dealing with plaintiffs, and have tried to obtain information by spying upon plaintiffs and bribing their employees. That they coerced publishers of non-copyright books by threats of loss to business and injury thereto in case they sold books to plaintiffs.

The plaintiffs cite the case of *Rourke against Elk Drug Co.* (75 App. Div. 146) as conclusive authority for overruling the demurrer interposed to the complaint. This case was decided in the fall of 1902 in the third department, and holds that where a complaint discloses a conspiracy and the making of threats directed against the plaintiff's business reputation, the use of slanderous language, and in addition thereto combinations formed for the purpose of preventing the free pursuit of lawful business, and preventing competition in trade, it states a good cause of action at common law and discloses a combination contrary to statute and against public policy; that this case discloses precisely the same facts and the same parties practically as the case of *John D. Park Sons against the National Druggists' Association*



(54 App. Div., p. 223), which was decided in 1900 in the first department, and holds the directly contrary view to such case.

The plaintiffs also claim that the combination complained of in the acts set forth in the complaint comes directly under the so-called Donnelly act, (law of 1899, chap. 690), the title to which is "An act to prevent monopoly in articles or commodities in common use, and to prevent the restraint of trade or commerce providing penalties for the violation of the principles of this act and procedure to enable the Attorney-General to secure testimony in relation thereto."

The first section of this law declares its general purpose and is the only one with which this argument is concerned. The same is as follows: "Every contract, agreement, arrangement or combination whereby a monopoly in the manufacture, production and sale in this State of any article or commodity of common use is or may be created, established or maintained, or whereby competition in this State in the supply or price of any such article or commodity is or may be restrained or prevented, or whereby for the purpose of creating, establishing or maintaining the monopoly within this State of the manufacture, production or sale of any such article or commodity, the free pursuit in this State of lawful business, trade or occupation is or may be restrained or prevented is hereby declared to be against public policy, illegal and void."

The second section provides that any person, corporation or officer, that within this State shall make or enter into the prohibited contract or arrangement, or do any act in furtherance thereof, is guilty of misdemeanor and subject to punishment by fine or imprisonment. The Court of Appeals in the case of *Davies*, in 68 N. Y. 101, has sustained the constitutionality of the act and interpreted the section quoted as being but little more than common law as it existed prior thereto. The facts set forth bring the case at bar within the letter and spirit of the statute. There is a concurrence of the three essential features: 1st, there is a direct agreement or combination between the defendants; 2d, the combination, etc., affects an article of common use; 3d, the intention and effect of the combination in this State is to prevent competition in the supply and price of such articles, and the free pursuit in this State of lawful business or trade is restricted or prevented.

Not only is the combination complained of contrary to the statute, but it is contrary to the common law. Judge Leventritt in his opinion denying motion for the preliminary injunction substantially states that his view as to the illegality of the combination is set forth in the persuasive opinion of *Brown v. Jacobs Pharmacy Co.* (41 S. E. Rep., 553-564). In this case the Supreme Court of Georgia having before it the very combination which was considered in the *Park* case, in a very learned and exhaustive opinion which included an examination of all leading cases in almost all the State courts, and of the United States courts and the House of Lords, comes to the conclusion that such

combinations as set forth in the *Park* case and upon which the combination in this case at bar was based, were wholly illegal and contrary to public policy, and sets it aside, although at the same time it holds that the Anti-Trust Law of Georgia is unconstitutional. Judge Leventritt, however, although he considered the combination illegal, considered himself bound to deny the injunction on the grounds that in this department, to wit, the City of New York, the *Park* case, which had established a different rule, was the authority which he was bound to follow.

The defendants also claim that a number of later cases in the Court of Appeals in the State of New York established this principle that "contracts by which the parties to a combination have created a monopoly in restraint of trade to prevent competition, to control and thus to limit production, to increase prices and maintain them, are contrary to sound public policy, and are void." In so far, therefore, as the case of *Park Sons v. The National Druggists' Association* is inconsistent with the statute and the Court of Appeals decision, and the decision of *Rourke v. Elk Drug Co.*, it must be deemed void and overruled.

And the plaintiffs further claim that the Appellate Division in the *Park* case by its very terms has limited it to the precise case before it, to wit, to dealers in patent medicines; that both the opinion of Judge Russell at Special Term, and the Appellate Division in the opinion of Judge Rumsey emphasize the fact that patent medicines cannot be deemed necessities, and that a different rule might be established in a different case. Judge Russell goes further, and says that liver pills and hair restorers may be considered efficacious by individuals using them, but that they cannot be deemed staples of health or of commerce. Plaintiffs claim that books cannot be placed on the same level as liver pills and hair restorers, and that not only are they articles of common use, but in a civilized community they come fairly within the class of articles known as necessities.

#### BRIEF OF THE AMERICAN PUBLISHERS' ASSOCIATION.

We give below, in full, the brief of the American Publishers' Association, and of the defendants who are named as publishers, in support of their demurrer to the complaint:

#### STATEMENT OF FACTS.

The complaint shows that the plaintiffs conduct a retail department dry goods store in the City of New York, which includes a department for the sale of books (13-15); that up to the year 1900 "publishers who also sold and still sell at retail, and retail dealers, were accustomed to advertise and offer the sale of books at retail, at certain prices, called 'list prices,' and to deceive the public, or those who were not acquainted with the wiles and customs of the trade, to induce them to believe that said 'list prices' were the ordinary retail prices of such books, whereas, in fact, both the publishers and the dealers only ob-



tained such 'list prices' at retail from the ignorant and unwary, but gave large and liberal discounts from said prices at retail to anyone who inquired or was familiar with the customs of the trade.

"That by reason of said deception and lack of uniformity in the price of the same book the purchasing public lost confidence in the publishers who sold at retail, and in the dealers, and gave their custom to such dealers in books \* \* \* as had established fixed prices, and when they were assured that the greed of the dealer would not attempt to secure an extortionate profit or charge different persons different prices for the same book. That by reason of the foregoing facts the publishers of books \* \* \* and a large number of dealers found their business and their profits decreasing (16-18).

"That during the year 1900 a number of prominent publishers, including the defendants hereinbefore described as publishers \* \* \* combined and associated themselves together and \* \* \* formed or incorporated the defendant, the American Publishers' Association, a membership corporation, which included among its members the defendants hereinbefore described as publishers and also a large majority of the publishers of all books in the State of New York and throughout the States of the United States" (18-19).

This majority amounted to about 95 per cent. of such publishers (6).

These acts are alleged to be unlawful, illegal "and contrary to the public policy and Statutes of the State of New York and of the United States, more especially of certain Statutes of the United States passed July 2, 1890, and more particularly described as 'An Act to protect trade and commerce against unlawful restraint and monopolies'" (18).

In furtherance of this combination "immediately after organization the said defendants, the American Publishers' Association, and its various members adopted a resolution and entered into an agreement which was intended to prevent the cutting or reducing of prices on copyright books published by the members of the said association, by which each of the members of the association agreed that all copyrighted books published by any of them after May 1, 1901, should be published and sold at retail at net prices; that is, the published price thereof, and not be subject to any discounts.

"That as a part of said \* \* \* combination the members of the said association agreed that such net copyrighted books, and all other books \* \* \* should be sold by them to those booksellers only who would maintain the retail net price of such net copyrighted books for one year, and to those booksellers and jobbers only who would furthermore sell books at wholesale to no one known to them to cut, or sell at a lower figure than such net retail price, or whose name would be given to them by the association as one who cut such net prices" (19-20).

Ever since May 1, 1901, the defendants have maintained such combination (23).

"That plaintiffs were invited to join such \* \* \* combination, and have refused, and

still refuse so to do, and have continued to and still sell to the public at retail books copyrighted \* \* \* (at a price) less, however, than the price established by defendants" (23).

There is a general allegation of conspiracy to injure the plaintiffs and an effort by threats, coercion and intimidation to prevent all persons engaged in the business of publishing or buying or selling books from dealing with the plaintiffs (24). It is stated that "there are but few of the large booksellers throughout the United States who have not become expressly or tacitly members of such \* \* \* combination" (24).

Ninety per cent. of all booksellers have joined the combination (6).

The defendants refused to sell their books to the plaintiffs (25).

And watched to see how the plaintiffs managed to obtain the defendants' books, which the defendants refused to sell them (26).

Thus the plaintiffs were forced "to adopt secret and cumbersome methods of purchasing books, increasing thereby the expenses and forcing plaintiffs to purchase books at higher prices than other dealers at wholesale obtained the same, and compelling them to purchase books at other cities than in the City of New York" (fol. 27).

The plaintiffs are compelled "to adopt unusual and secret methods in their business" (27-28).

Therefore the plaintiffs ask the Court to declare the agreement between the publishers void; to forbid the defendants to act under the agreement and to prevent the publishers from refusing to sell their books to the plaintiffs or other persons who fail to abide by the rules, resolutions or agreements upon which alone their books are sold.

Leaving out of account epithets and allegations of motive and purpose, the facts alleged are briefly as follows:

*To remedy the acknowledged disorganization of the book trade and to meet the public demand for fixed retail prices without discounts, the publishers agreed that certain copyright books should be sold at fixed retail prices, without discounts. Substantially all publishers and all booksellers throughout the United States have eagerly adopted the new rule, and it does not appear that any purchaser of books at retail objects to it. The publishers are willing to sell to Macy & Co. on the same terms as to other dealers.*

*So far as appears, these terms are as advantageous to Macy & Co. as to other dealers.*

*Macy & Co., however, refuse to accept these terms, and ask the Court to disorganize the book trade throughout the United States, and annul the rules with which all the trade is satisfied, so that Macy & Co. may obtain defendants' copyright books on terms upon which the defendants refuse to sell them. Macy & Co. desire to deal in defendants' books, not for profit (for the rule would increase their profits), but as part of the scheme for managing their "retail dry goods department store."*

A motion for an interlocutory injunction was denied by Mr. Justice LEVENTRITT.



## POINTS.

## I.

*The validity of the rule of the American Publishers' Association here in question has been established by authority.*

*Straus v. Am. Publishers' Ass'n*, N. Y. Law Journal, Jan. 6, 1903.

*Offenheimer v. Am. Publishers' Ass'n*, N. Y. Law Journal, Oct. 2, 1902.

*Park v. Nat. Druggists' Ass'n*, 54 App. Div., 223.

In denying the motion for an injunction in this case Mr. Justice LEVENTRITT said: "My own views of the legality of the defendants' acts, as they find support in the very persuasive opinion of the Supreme Court of Georgia, in *Brown v. Jacobs Pharmacy Co.* (41 S. E. Rep., 553-564), must yield to the controlling law of this department, as expressed in *J. D. Park & Sons Co. v. The National Wholesale Druggist Association* (54 App. Div., 223). There is no substantial distinction in principle between that case and this, and the motion must therefore be denied." N. Y. Law Journal, Jan. 6, 1903.

The rule of the American Publishers' Association which is assailed by the plaintiffs is not set forth in the complaint. As described therein, it is "that all copyrighted books published by any of them (the members of the Association) after May 1, 1901, should be published and sold at retail at net prices, that is, the published price thereof, and not be subject to any discount" (19). The Court will notice that there is no charge that the Association fixes the prices of books or provides for fixing them in any way by any committee or otherwise. Each publisher, free from all control of the Association, fixes the retail price of his own copyright books as he pleases, and his agreement with the Association is that retail sales shall be made at the published retail price and without any discounts.

That each publisher has the right to fix the retail price of his own copyright book is well settled.

By a decision of the United States Supreme Court since the *Park* case, the rights of an owner of a patent (and therefore of a copyright) have been defined. "The very object of these laws is monopoly and the rule is, with few exceptions, that any conditions which are not in their very nature illegal with regard to this kind of property, imposed by the patentee, and agreed to by the licensee for the right to manufacture or use or sell the article, will be upheld by the courts; and the fact that the conditions in the contract keep up the monopoly or fix prices, does not render them illegal." *Bement v. National Harrow Co.*, 186 U. S., 70, 91.

This case settles the right of the owner of a copyrighted article to provide that the purchaser of it shall not sell below a stipulated price. This has also been held in *Garst v. Harris*, 177 Mass., 72; *Fowle v. Park*, 131 U. S., 88; *Walsh v. Dwight*, 40 App. Div., 513.

As each individual publisher has a right to insist that the person to whom he sells shall only sell at a fixed price, all the publishers may unite in helping each to enforce his own right. *Park v. National Druggists' Association*, 54 App. Div., 227, and cases there cited.

With great respect for the learned Judge who denied the injunction at Special Term, we submit that *Brown vs. Jacobs Pharmacy Co.*, (41 S. E. Rep., 553) is not in point, because there the Court was applying a different system of law to a fundamentally different state of facts.

In the case at bar the defendants are wholesale dealers who refuse to sell their copyright goods to the plaintiff unless he will comply with their rules.

So did the defendants in the *Park* case, with their proprietary medicines; but in *Brown vs. Jacobs Pharmacy Co.* the defendants were local drug dealers in Atlanta. The plaintiff did not, so far as appears, wish to buy goods from any of them, or to sell their goods. This "local concern" put in operation a scheme to prevent the plaintiff from being able to buy goods from other dealers with which to conduct its business.

The head note says: "A combination of mercantile dealers to compel another dealer in similar goods to sell at prices fixed by it, or upon his refusal so to do, to prevent those of whom its members are purchasing customers from selling goods to him is, upon general legal principles, contrary to public policy and void."

It must be evident that the very facts upon which the decision in *Park vs. The American Druggists' Association* is put by the Court are wholly absent from the Georgia case.

How different the Georgia law is from our own appears from the statement of the Court that in Georgia engrossing, forestalling and regrating are criminal offences, concerning which the presiding Judge is required specially to charge the Grand Jury (p. 561).

## II.

*The New York statute against monopolies, known as the Donnelly Act, being Chapter 690, Laws of 1899, does not apply.*

A. If it be conceded that the act applies to books in general it has no application to copyright books. The rules extend only to fixing the price by each copyright owner of his own copyright book. This right is secured by him by the Constitution of the United States and by the law of copyright, and if the Donnelly Act could be said to limit it, the act would be unconstitutional as encroaching upon a subject of legislation concerning which Congress has a right to act and has acted.

B. There is nothing in the rules which limits the supply of any uncopyrighted book to any person except one who persists in dealing in copyright books in defiance of the rights of the copyright owner. If Macy & Co. will either cease to deal in the defendants' copyright books or else deal in them in accordance with the terms on which alone they are issued by the defendants, Macy & Co. can obtain any uncopyrighted books from the defendants on the same terms that the rest of the world can obtain them.

C. The contract does not establish a monopoly nor prevent competition in the supply or price of copyright books or others.

The rule objected to does not tend to establish a monopoly, since all publishers issuing copyright books may become members



of the association, and all dealers in books and all booksellers, without discrimination, can purchase of every publisher who is a member of the association. It is not shown that there has been any increase whatever in the retail price of books. There is no protest on the part of any book purchaser either by the Attorney General or otherwise.

The rule does not stifle competition, since it allows every publisher to fix the retail price of his own copyright books without any control or influence from the association or any one else. There is no agreement fixing a minimum price for copyright books, as was alleged to be the case with harrows in *Bement v. National Harrow Company*, *supra*. Each publisher may make the price of his copyright book as low as he pleases, but must cause the book to be sold to the public at this price, whatever it is, without rebate or discount, and to every one alike, without discrimination.

It may be noticed that the regulation is not only what, according to the complaint, was required by the "purchasing public," and was approved by ninety-five per cent. of the publishers and ninety per cent. of the booksellers (17, 6, 11), but it is also in substance the rule selected by the Congress of the United States, under the leadership of Mr. CARLISLE, to regulate Inter-State Commerce. *Chap. 104, Laws 1887, 24 Stat. L., 379.*

There is nothing against public policy in a trade rule that each dealer shall have prices which are public and fixed, and that all retail purchasers, without discrimination, may buy at the same rates.

### III.

*The Federal Anti-Monopoly Statute has no bearing on the question because suits under it can only be brought in the Federal Courts and equity suits only by the United States Government.*

*Indiana Express Co. v. U. S. Express Co., C. C. A., 99 Fed., 1022.*  
*Hage v. Blundel, 56 Fed., 696.*  
*Green, Mills & Co. v. Stoller, 77 Fed., 1.*  
*Pidcock v. Harrington, 64 Fed., 821.*

### IV.

*The plaintiff has not shown any damage from the defendant's acts.*

A simple conspiracy, however atrocious, unless resulting in actual damage to the plaintiff, is not the subject of a civil action. *Hutchins vs. Hutchins, 7 Hill, 104.*

And this principle applies to illegal trade combinations. *Thomas vs. Musical Union, 121, N. Y., 45; Mogul SS. Co. vs. McGregor, App. (1892), 25, 45.*

A. The complaint alleges that the defendants' "purpose and intent has been and still is being carried into effect successfully to the great profit of such publishers and dealers" (24).

The defendants were invited to join this combination, but refuse to do so, and prefer to sell the defendants' books at less than the price established by them (23).

Trade rules are made for the benefit of those who engage in the trade for profit.

If Macy & Co. wish to engage in the book trade, as others do, for profit, then these rules will, so far as appears, benefit Macy & Co. as they benefit all other dealers.

If, on the other hand, Macy & Co. wish to sell books as a matter of charity or of advertisement of their dry goods store, or simply to undersell all competitors and thereby decrease their business and profits, as the complaint alleges has heretofore happened (14, 17), the rules of the trade should not be framed to suit these ulterior purposes.

All the damage alleged in the complaint is said to flow from the efforts of the plaintiffs to obtain defendants' books surreptitiously. The agreement and the methods of business of the American Publishers' Association are not alleged to be harmful to the plaintiffs, nor can they be presumed to be, since they are shown to benefit all dealers who act under them.

B. If we assume, for the sake of argument, that the contract between the defendants is void, then the plaintiffs cannot succeed in this action. The plaintiffs need no injunction. The parties to the void contract can, if they will, sell to Macy & Co. If they do not choose to sell to Macy & Co., to be of service to the plaintiffs, the order of the Court must direct that to be done, which the publishers, in the course of the illegal agreement, promise not to do. To reach this result the Court must first find that if this contract had never been made, the plaintiffs could insist, as a legal right, that the defendants should sell to them their copyright books, and nothing in the case could justify this course. *Taumbaum v. N. Y. Fire Ins., Exchange, 33 Misc., 134.*

V.

*The demurrer should be sustained with costs.*

STEPHEN H. OLIN, of Counsel for the American Publishers' Association and the defendants named as publishers.

## COURT DECISIONS RE TRADE DISCOUNT PROTECTION.

### NEW YORK DECISION—Pro.

JOHN D. PARK & SONS COMPANY, a Corporation Organized under the Laws of the State of Kentucky, Appellant, *v.* THE NATIONAL WHOLESALE DRUGGISTS' ASSOCIATION and Others, Respondents.

*A contract between manufacturers of proprietary drugs, of which each severally fixed the price of his own, only to dealers who would sell at the prices so fixed, is valid—effect of its being entered into under compulsion.*

APPEAL by the plaintiff, John D. Park & Sons Company, a corporation organized under the laws of the State of Kentucky, from a final judgment of the Supreme Court in favor of the defendants, entered in the office of the clerk of the county of New York on the 5th day of May, 1900, upon the decision of the court rendered after a trial at the New York Special Term sustaining demurrers interposed to the amended complaint, dismissing the complaint and dissolving a preliminary injunction heretofore granted in the action.

Henry T. Fay, for the appellant.

Henry Galbraith Ward, for the respondents.

RUMSEY, J.: The plaintiff is a foreign corporation engaged in the business of selling drugs and medicines, and especially proprietary articles so called, and has been thus en-



gaged for a long time. The defendants are wholesale dealers in articles of the same kind, or are manufacturers of such articles. The complaint alleges that, before 1881, manufacturers of these goods had been accustomed to sell them through agents direct to the retailers, giving to each agent commissions on his sales, and charging each buyer such prices and selling to him on such terms as they saw fit. The goods were sold to wholesale dealers in the same way. The result of that manner of dealing, as set up in the complaint, was that the wholesale dealers in these articles were unable to make a living profit in the business, and they set about to devise a plan by which the prices of proprietary articles should be fixed and the wholesale dealers obtain a fair profit from dealing in them. The Wholesale Druggists' Association, which had the matter in charge, is composed of wholesale druggists who are active members and have control of the association, and manufacturers of proprietary articles who are associate members but have no voice or vote in the association. To carry out the plans of the dealers, it was proposed that the manufacturers should agree to sell their goods to the wholesale dealers at fixed prices, charging one dealer no more than another, and making no allowance to any of them which would enable the one favored to obtain goods indirectly at less than the price fixed, but requiring of every dealer that he upon his part would not sell to retail dealers or any one else at less than the proprietor's list prices, and upon the giving of such a contract the manufacturer would allow to the wholesaler a discount of ten per cent. on the price charged him, which discount was to be the same to all buying the manufacturer's goods, and should be the sole profit to be made by the wholesale dealer from his dealing in those articles. It is alleged in the complaint that two-thirds of the wholesale dealers in these goods in the United States, representing ninety per cent. of the whole business in such articles, acceded to this proposition, but that the plaintiff refuses so to do.

It is further alleged that the Wholesale Druggists' Association "compelled" the manufacturers to adopt this system and that in consequence of such compulsion the manufacturers agreed to make sales in the way prescribed by the plan and to allow the discount only to those wholesale dealers who accepted the plan and refused to sell to any one who did not so agree. It is further alleged that, for the purpose of injuring the plaintiff's business and to compel it either to accede to this plan or to prevent it from obtaining goods wherewith to supply its customers, steps were taken to find out what dealers supplied the plaintiff and such dealers when ascertained were placed upon "cut-off" lists. Those lists were sent to the various manufacturers so that they should not sell to the persons named in them, thereby making it impossible for the plaintiff to obtain the goods to carry on its business. These general allegations of the complaint are repeated over many pages, but the foregoing states substantially the cause of action relied upon by the plaintiff, except that the allegations stating the injury done the plaintiff's business

and the damage accruing to it thereby are not here set out in detail.

The relief sought is that the contracts and agreements set out in the complaint may be declared illegal; that the Wholesale Druggists' Association and its members may be restrained from making any effort to induce manufacturers to adopt or use the scheme for the sale of their goods, or from making any effort to induce those who have adopted it to continue in use that plan, or to limit their sale of goods in accordance with it, or to do any act to carry it into effect, or from refusing to sell their goods to the plaintiff; and it also demands that the manufacturers be restrained from using or adopting the plan or taking any action under it.

The defendants who have appeared demur to the complaint upon several grounds going not only to the jurisdiction of the court but to the sufficiency of the cause of action. In the view we have taken of the case, however, we have only examined the complaint to discover whether it sets up a cause of action sufficient to enable the plaintiff to obtain equitable relief, and the question of the jurisdiction of the court over the defendants who are non-residents or foreign corporations has not been considered.

The injury to the plaintiff arises from the fact that the manufacturers of patent medicines have agreed together to fix the prices of their goods and the conditions under which they are willing to sell them. Except for this agreement it is quite clear that the plaintiff would have no reason to complain. It is not alleged that the manufacturers refuse to sell to the plaintiff if it will comply with the rules which they have established for dealing in their wares, but the gravamen of the complaint is that the manufacturers refuse to deal with the plaintiff except upon such terms and conditions as they have established; and the question arises in the first place, therefore, whether the manufacturers of goods of this description have the right to fix the prices at which they will sell their goods and the terms which they require of the different buyers as a condition of permitting them to purchase the goods which they have for sale.

In the examination of this question it is not to be forgotten that the articles sold are not necessities of life as to which public policy might restrain a combination to fix an exorbitant price, nor have the manufacturers combined to establish a price for any particular article, but each manufacturer fixes his own price for the goods which he makes, and the agreement is simply to require the dealers to whom he sells to supply their customers at the price which the manufacturer has fixed for his own goods. It is not a combination of manufacturers to fix and establish prices, but an agreement as to the terms upon which goods of the same general character, but of different kinds, shall be sold and to insure their sale at the price which the manufacturer of each kind sees fit to put upon the goods which he makes. It cannot be denied that each manufacturer has the right to refuse to sell to any one if he sees fit. If he chooses to make his goods and sell them he has the right to fix any price he chooses upon them.



Not only so, but he has the right to select his own customers. He may agree to dispose of all his goods to one person or he may be willing to supply the whole trade except one person, and whatever he chooses to do is a matter with which the law has no concern, because the goods are his to be kept or sold as he pleases. So he may not only fix his own price, but he may impose such terms as he sees fit, or can exact from his customers. These matters are absolutely within his own control. If each manufacturer is at liberty thus to control the sale of his goods, undoubtedly all may, if they see fit, agree together to enforce conditions which each one seeks to impose upon the dealing with the article which he makes. The action of each manufacturer in fixing prices and imposing conditions of sale is undoubtedly legal. Having fixed the prices and the terms of sale, they combine for the purpose of enforcing their contracts. As the end to be accomplished is legal, and they do not propose to take any step in carrying it into effect which each might not properly take if he was working for himself, no right of action can arise to any one as a result of their combination. That the manufacturers have this right is a necessary deduction from the cases, in support of which the following may be cited: *Walsh v. Dwight* (40 App. Div. 513); *Lough v. Outerbridge* (143 N. Y. 271); *Continental Ins. Co. v. Board of Fire Underwriters of The Pacific* (67 Fed. Rep. 310); *Anderson v. United States* (171 U. S. 604); *Mogul Steamship Co. v. McGregor, Gow & Co.* (15 Q. B. Div. 476; affd., L. R. [1892 App. Cas.] 25). Indeed, some of these cases go to the extent of holding that a combination to keep up prices which has for its express object the destruction of the business of a competitor is not unlawful at common law, but it is not necessary here to consider whether the law does benefit such a combination.

We do not understand that the right of the manufacturers, having fixed their prices, to agree together for the purpose of imposing terms and conditions upon which they shall sell their goods, is disputed by the appellant, and in what is said in that regard we concur with the opinion of the learned justice of the Special Term.\* But it is said that such is

not the cause of action presented by the complaint. The plaintiff claims that its real grievance arises not from the agreement of the manufacturers solely, but because of the fact that the members of the Wholesale Druggists' Association, who are competitors of the plaintiff, have combined together for the purpose of compelling the manufacturers to adopt a particular agreement, which, if enforced, will take away its business; and so while it is aggrieved by the acts of the manufacturers yet the moving cause is the compulsion of the members of the association, because of which the manufacturers have agreed to do a thing which they would not have done in the absence of that compulsion.

It is said that such was the cause of action recognized by this court when the case was here before on the appeal from the order striking out certain provisions of the complaint as irrelevant and redundant. It is quite true that in the opinion then given by the court it was recognized that such a cause of action was sought to be set up, but it was not said that the facts thus set up gave to the plaintiff a right to the relief demanded. No such question was presented. The only question the court was then called upon to decide was whether certain allegations in the complaint were redundant or irrelevant to the cause of action which the plaintiff sought to set out. To decide that question it was necessary to consider what the cause of action was in order to determine whether the allegations bore upon it or not. The court, therefore, accepted at that time the plaintiff's statement as to what the cause of action was which it sought to present and examined each allegation with reference to that claim of the plaintiff only, but in reaching a decision in that case the court was not called upon to consider anything more than the pertinence of each allegation in view of the claim made by the plaintiff; and although the court said that the cause of action set up in the complaint was substantially what the plaintiff now claims, yet it did not say, and could not have said, that the facts were sufficient to establish that cause of action. (*Park & Sons Co. v. National Druggists' Assn.*, 30 App. Div. 508.)

There is no suggestion in the complaint that the manufacturers having been compelled

\*The following is the opinion of the justice at Special Term:  
RUSSELL, J.:

The demurrer to the complaint fairly presents the legal questions at issue, for the events are fully narrated which form the statement of facts on which the plaintiff relies to justify the charge that the defendants have conspired to seriously impair the plaintiff's business and destroy its power to purchase and sell proprietary drugs and medicines and are proceeding in the execution of their conspiracy. The plaintiff is a corporation doing business at Cincinnati, succeeding a partnership composed mainly of those now interested in the corporation, and has with its predecessor for many years conducted a wholesale business in drugs and medicines both of the proprietary and free lots, and here seeks injunctive relief.

The defendants, 125 in number, variously carry on separate business from New England to California as manufacturers, jobbers or wholesalers of proprietary drugs and medicines in part, and are united by the common tie of the association called the National Wholesale Druggists' Association, which is an unincorporated company existing only by the voluntary union of the manufacturers, jobbers and wholesalers for the common action and benefit of all its members.

The grievance of the plaintiff consists in its inability to directly buy so that it can sell those proprietary goods which are manufactured by some of the defendants from recipes owned by those defendants, possibly protected by trade marks, and which are commonly called patent medicines. Its custom is seriously impaired as a natural consequence by the inability to supply customers with the entire range of patent medicines as well as free drugs. And it is quite apparent that, if the rules of the association are effective to protect its own members, they are also effective to prevent the freedom of the plaintiff to purchase and sell such articles.

The inability of this plaintiff to compete is primarily due to its own volition. No charge is made of a refusal to sell goods under the same conditions as freely to it as to any one. The charge is that the plaintiff must conform to the rules of the association on the same basis as all seeking membership, or be an outcast in the commerce of these particular goods. No especial discrimination is made against the plaintiff not common or incidental to all without the pale, unless it may be that the vigorous efforts of plaintiff to break up the solidity of the association have induced precautionary measures by the latter which have individualized it as an example, but which measures might have been taken against any in similar case.



to take these steps, are not willing to continue this mode of transacting business. They certainly have not complained of it so far as appears, and if they do not complain of it and are doing only a thing which the law permits them to do, it is difficult to see why a third party who has no real grievance except that he is not willing to buy goods upon their terms, should be permitted to come in and interfere with them.

We have examined the cases cited by the appellant to establish its contention and we do not see that any of them contravene the principles laid down above. The case of *Curran v. Galen* (2 Misc. Rep. 553; 77 Hun, 610; 152 N. Y. 33) does not sustain the plaintiff's contention. In that case it appeared that the plaintiff had a valid contract for work

with the brewer who discharged him at the demand of the defendant, and it is very clear that the plaintiff was thereby damaged because although he may not have had an enforceable contract with the brewer, yet the evidence showed that his employer was willing to keep him and would have kept him but for the act of the defendant in insisting upon his discharge, but in this case the plaintiff has no contract with any of the manufacturers nor are they willing to give it one except upon certain terms with which it refuses to comply. There is no sort of a parallel between the cases.

We cannot find from an examination of the complaint that any facts are alleged warranting the charge that the defendants are engaged in watching the plaintiff's business or

It is, therefore, necessary to consider how far the owners of patent medicines, which no one else may make and sell in the combination or form devised by the owners, can guard their own powers of sale by limitations which are so far lawful as not to expose them to the charge of illegal restraint of trade, whether or not those limitations can be enforced as valid executory agreements between the different manufacturers, or between them, the jobbers and wholesalers. It is not quite material whether these defendants have a contract binding between themselves if a united action on their part from common understanding and concerted effort works unlawful harm to the plaintiff. But it is equally clear that they do not have to plead an enforceable contract to protect themselves from the charge of wrong to one not claiming any rights or privileges from the contract, or the rights on which it is based.

This contract of the members provided that none would sell their proprietary articles, or allow the ten per cent. commission and freight charges, to any one who would not conform to the rules, nor would they undercut the price fixed by the manufacturer owner. Is this a reasonable restriction upon the sale of the inventor's production, or is it in unlawful restraint of trade? Is the agreement of several vicious while the refusal of one to sell would be justifiable? Shall the united action through each separate interest protecting itself be unlawful if designed solely for protection and not for punishment? Is not the necessity of combination evident if the individual may control the price for which his article is to be sold? Will not in such case combination result in a larger and more unrestricted sale to the public than isolated action?

Of course, all depends upon the right of the inventive manufacturer to utilize in some way the benefits of his own origination skill. I understand this right to be conceded; but it is apparent. He can refrain from selling below a given price in the honest or mistaken belief of the value to the public. He may lawfully insist that his purchaser shall not cheapen the product by selling below a stated rate. He cannot prevent that purchaser from passing a good title to another for nothing, but he can close the door on that purchaser's procuring from his manufactory his product after violation of a fair agreement. With this power of protection he may use reasonable means to enforce it. He may join with others in similar need to accomplish by concerted action that which would be too burdensome, expensive or impracticable to achieve alone, and without which concert his power to fix the price of his own product would be barren of good result. To do this reciprocity of action is essential. If another agrees to share the expenses of detecting violations of faith in his purchasers, he must reciprocate. Any reciprocal agreement would be ineffective if the one could freely sell his own product to the breaker of faith with the other. Reciprocity of action rightfully used tends to promote and enlarge the sphere of trade; and every presumption favors such a design where the benefits to the manufacturer increase with the extension of the market.

These defendants are not dealing in the prime necessities of life, like food, fuel or clothing. They may use the supplies of nature which are free to all, and which may not be impounded by any form of monopoly endeavor. But the compounds, when protected by secrecy of manufacture or trade mark associations, are inventions valuable to the combiner if the public, critical or credulous, believes in the utility of the product. These products, however, are not necessities of existence. Hair restorers and

liver pills may be deemed efficacious by those who use them, but the combinations of ingredients in the particular forms adopted by the remedy discoverer are not yet recognized as staples of health, or even commerce, and the earnest seeker for them must yet buy them under the reasonable requirements of the inventor, and cannot demand the sale under the freedom of competitive offerings.

With the care which should always be used in referring to judicial opinions when the mind is concentrated upon the application of general rules to particular facts—a care needed especially in the analysis of contracts limiting the power of free-trading, because the lines of legal interference are not plainly marked as yet—we may note briefly some pertinent cases, digesting the principles applied.

In *Walsh v. Dought* (40 App. Div. 513) it was decided that an agreement to sell at a certain price the manufacturer's soda and other similar goods was not unlawful. Our Court of Appeals decided in *Lough v. Outerbridge* (143 N. Y. 271) that a common carrier might give privileged rates to some and refuse others. The Supreme Court of the United States held in *Anderson v. United States* (171 U. S. 604) that an exchange association had the reasonable privilege to adopt resolutions restricting the persons with whom sales or purchases might be made and contracts and rates of employment effected. A combination of insurance companies excluding business intercourse with non-members is not illegal. (*Continental Insurance Company v. Board of Fire Underwriters*, 67 Fed. Rep. 310, McKenna, C. J.) But a restriction of general freedom to pursue a lawful calling unless a person becomes a member of an association is unlawful. (*Curran v. Galen*, 152 N. Y. 33.) And agreements to control price and destroy competition in necessities like food or fuel are lawful. (*Judd v. Harrington*, 139 N. Y. 105; *People v. Sheldon*, Id. 251; *People v. Milk Exchange*, 145 Id. 267.)

The sacred right of the toiler to earn the means of subsistence for himself and dependents is and always will be recognized; the freedom of competitive purchase of the necessities of life will be maintained; trade and commerce will not be shackled by monopolies designed to extort unnatural prices; but inventive skill, even though applied to medicinal compounds, may yet have protection from outlawry if the inventor reasonably uses his property rights and does not trespass into another's privileges.

I do not find from the complaint the use of unlawful means to execute the lawful agreement. No instance is stated of any watching which interferes with plaintiff's proper business. The committee of the association may not have judicial powers, but any agent may act for an unwieldy association if such action is within the lines of the rules, and no specific deviation prejudicial to plaintiff is averred.

Nor does plaintiff set forth his occasional conformity to the rules of the association as a cause for a rightful demand of the benefits of participation in the privileges of that body. These isolated instances are rather stated by way of confession and avoidance. Plaintiff plants itself firmly on the illegality of the agreement and combination, repudiating their lawfulness and seeking their destruction.

Nor do I deem the privilege of amendment useful. Three years of litigation in this action have presented the original complaint to the scrutiny of counsel and court; the amended complaint states fully the facts relied on, and, as counsel for both sides seem to believe, this case may well be decided upon the facts as stated by plaintiff in its complaint.

Judgment for defendants sustaining demurrer, with costs.



have been guilty of anything like spying or picketing which calls for the interference of the court. Upon the whole case we do not see that the plaintiff has established any right to an injunction because of any of the facts alleged in the complaint.

The judgment must, therefore, be affirmed, with costs to the respondents.

VAN BRUNT, P. J., PATTERSON, O'BRIEN and McLAUGHLIN, JJ., concurred.

Judgment affirmed, with costs.

GEORGIA DECISION.—*Contra*.

BROWN et al. v. JACOBS PHARMACY CO. (Supreme Court of Georgia. April 30, 1902.)

Error from superior court, Fulton county; J. H. Lumpkin, Judge.

Action by the Jacobs Pharmacy Company against Brown & Allen and others. Judgment for plaintiff. Defendants bring error. Affirmed.

FISH, J. The record in this case discloses that prior to the institution of the present action, and since then, there existed in the United States three organizations, known, respectively, as the Proprietary Association of America, the National Wholesale Druggists' Association, and the National Association of Retail Druggists. These associations, occupying each toward the others close and intimate relations, had, among other things, the purpose of keeping up the prices of proprietary medicines, drugs, and other articles usually dealt in by those engaged in the drug trade. A local association was formed in Atlanta, known as the Atlanta Retail Druggists' Association. When it was first organized, Joseph Jacobs, secretary and treasurer of the Jacobs Pharmacy Company, the plaintiff in the present case, was a member of it; but at that time it was distinctly understood and agreed among its members that it was to undertake no action with reference to the cutting of prices by dealers in drugs, or to control prices of the same. Afterwards the plaintiff, either by its methods of advertising, or certain things that it did in the conduct of its business, gave offense to the members of this association, and charges were preferred against Jacobs. He then withdrew from the local association. Some of the members of that association were members of one or more of the large associations above referred to. After the retirement of Jacobs, the local concern put in operation a scheme to prevent the pharmacy company from being able to buy goods with which to conduct its business. The main features of that scheme were that the local concern, by circulars, letters, or otherwise, undertook to notify wholesalers and manufacturers throughout the country that the pharmacy company was an aggressive cutter, and to request the persons or concerns addressed not to sell it any more goods; further, to require all salesmen representing the manufacturers or wholesale houses to procure from the local association a card, in order to procure which such salesmen had to sign an agreement not to sell the pharmacy company any goods; and another part of the scheme was to give the manufacturers and wholesalers to understand that, unless they refused to sell the plaintiff any

goods, the members of the local association would not buy any more goods from them. In this condition of affairs, the plaintiff brought its equitable petition against the defendants, alleging, in substance, the facts set forth above, and praying for damages for alleged injuries to its business already done, and for an injunction to prevent the defendants from carrying into effect the scheme above outlined. The petition charged that the scheme was an unlawful conspiracy to destroy the plaintiff's business, and it more fully set out the manner in which this scheme was to be effectuated, by setting forth as exhibits, marked "A," "B," and "C," certain letters, etc., by means of which the defendants were seeking to accomplish the alleged unlawful purpose which the plaintiff was seeking to restrain. . . .

The case was heard before Hon. J. H. Lumpkin, Judge of the Atlanta circuit, upon the application for an interlocutory injunction. A considerable amount of evidence was introduced, concerning which it is sufficient to say that the plaintiff established, substantially, the material allegations of its petition. . . . The judge granted the injunction substantially as prayed. After a careful investigation, we are satisfied that he was right in so doing, except in so far as it was made operative against the Lamar-Rankin Drug Company, one of the defendants which was not a member of the local association mentioned above, and against which, therefore, no injunction should have been granted. . . .

A conspiracy has been defined as a combination either to accomplish an unlawful end, or to accomplish a lawful end by unlawful means. . . . That contracts and agreements in general restraint of trade are contrary to public policy and void is a principle so universally recognized that citation of authority is unnecessary to support it. It has been crystallized in section 3668 of the Civil Code of this state, where the expression is that contracts "in general restraint of trade" are contrary to public policy. Differences of opinion arise only when this general principle is to be applied to a particular case. Thus it is suggested, inasmuch as the evidence shows that not all of the druggists of Atlanta are members of the local association, but only about three-fourths of them, that the combination or agreement was not obnoxious to this rule, or the rule declaring agreements or contracts tending to monopoly against public policy, even if it would have been so were all members. We do not think this distinction sound. Nothing is more common than for the courts to declare contracts between only two persons, who by no means control a particular kind of business, void, as contrary to public policy. It is the nature or character and tendency of the agreement which renders it objectionable, whether in fact the parties to it succeed in restraining trade generally, or stifling competition, or not. As to the matter of monopoly, it may also be said that if parties make contracts or agreements seeking to establish a monopoly, and do establish it as far as they can, surely they cannot say that the effort is legal if not completely successful.



... Judge Taft in the circuit court of appeals of the Sixth circuit of the United States, in an able decision in the case of *U. S. v. Addystone Pipe and Steel Co.*, 29 C. C. A. 141, 85 Fed. 271, 46 L. R. A. 122 et seq., reviews the authorities on this subject. Among other things, he says (29 C. C. A. 152, 85 Fed. 283, 46 L. R. A. 131): "Much has been said in regard to the relaxing of the original strictness of the common law in declaring contracts in restraint of trade void, as conditions of civilization and public policy have changed; and the argument drawn therefrom is that the law now recognizes that competition may be so ruinous as to injure the public, and therefore that contracts made with a view to check such ruinous competition and regulate prices, though in restraint of trade, and having no other purpose, will be upheld. We think this conclusion is unwarranted by the authorities, when all of them are considered. \* \* \* The manifest danger in the administration of justice according to so shifting, vague, and indeterminate a standard would seem to be a strong reason against adopting it." After considering a number of authorities, he says (page 160, 29 C. C. A., page 290, 85 Fed., page 136, 46 L. R. A.): "In the foregoing cases the only consideration of the agreement restraining the trade of one party was the agreement of the other to the same effect, and there was no relation of partnership, or of the vendor and vendee, or of employer and employé. Where such relation exists between the parties, as already stated, restraints are usually enforceable, if commensurate only with the reasonable protection of the covenantee in respect to the main transactions affected by the contract. But in recent years even the fact that the contract is one for the sale of property or of business and good will, or for the making of a partnership or a corporation, has not saved it from invalidity, if it could be shown that it was only part of a plan to acquire all the property used in a business by one management, with a view to establishing a monopoly. \* \* \* Upon this review of the law and the authorities, we can have no doubt that the association of the defendants, however reasonable the prices they fixed, however great the competition they had to encounter, and however great the necessity for curbing themselves by joint agreement from committing financial suicide by ill-advised competition, was void at common law, because in restraint of trade, and tending to a monopoly."

This exactly answers one of the arguments advanced in the present case. It is contended that the members of the Atlanta Druggists' Association were not seeking to restrain trade or create a monopoly, but were only seeking to defend themselves against the cutting of prices by the Jacobs Pharmacy Company, and that really they were fighting an effort at monopoly. That 58 druggists in the city of Atlanta should seriously claim to be in danger of a monopoly from 1, which is not shown to have any more capital than any of them, or any more facilities for trade, or to be making any combination, or in fact doing anything to cause the present action on their part, except selling

some articles of merchandise at low rates, is a position which cannot be sustained. This is the argument which is almost universally advanced by every monopoly or combination in restraint of trade. If it is sustained by the courts, then the rules of law as to such contracts and agreements might as well be wiped off the statute books. The decision just cited was affirmed by the supreme court of the United States in 1899.

Again some courts have sought to draw a distinction between what they term "necessaries," or "the necessities of life," or "prime necessities," and contracts or agreements with reference to other articles of commerce or merchandise. But this distinction is not well founded. What is at one time a luxury at another is a necessity. The things which were considered sufficient to satisfy the description of necessities a few years ago, would be considered wholly insufficient now, under present conditions of civilization. How useful must a thing become before it enters the catalogue of necessities, so that contracts to restrain trade in regard to it, or to foster a monopoly in it, are void? The unsoundness in principle of such a distinction was treated of by Judge Taft in the *Case of Addystone Pipe & Steel Co.*, already referred to. But if it were sound, it may be of interest to consider some of the articles which have been held of such necessity. In a note to be found in 74 Am. St. Rep. 268, 269, to the case of *Harding v. Glucose Co.* (Ill. Sup.) 55 N. E. 577, the following are set out as having been held of such necessity as to make a combination in regard to them illegal: Beer, alcohol, distilling products, preserves, gas pipes, powder, harrows, capsules, envelopes, wire cloth, bluestone, cigarettes, etc. Now, if these articles are to be ranked as necessities, within the rule, it might as well be said at once that the rule applies to articles of merchandise generally.

The next position of the defendants, and the one which, on first presentation, seems to be their strongest defense on this part of the case, is that at common law contracts or agreements in general or unreasonable restraint of trade were merely void and unenforceable; that either party could defend against an action based on them, but that they were not illegal, in such sense as to give a right of action to third parties. While there may be conflict among the authorities, it seems to us that some confusion might have been avoided by bearing in mind the distinction between a contract or agreement merely in restraint of trade as between the parties, and a combination or contract to stifle competition, or a conspiracy to ruin a competitor. Thus, if one of two rival merchants, not purchasing the business of the other, contracted with him that the latter should cease business, and never enter mercantile pursuits at any time or place, the contract would be in general restraint of trade, and void, and could not be enforced. But it alone would not give a right of action to third parties; and although the retiring from business of one of the merchants might lessen facilities for trading, and incidentally cause inconvenience, or even put it in the power of the other to raise his



prices, the contract, as such, would merely be void. But on the other hand, suppose that two merchants should agree that one should retire from business, and that no other person should open a similar business, and, if he did so, that the two would drive away his customers, or break up his business by violence, threats, or like means; it would get beyond the domain of a mere nonenforceable contract, into the domain of a conspiracy. Or suppose that a number of merchants should agree to fix the price of certain goods, and not to sell below that price; if there were no statute on the subject, and the case rested on the common law, the agreement would simply be nonenforceable; but if they went further, and agreed that, if any other merchant sold at a less price, they would force him to their terms, or drive away those dealing with him, by violence, threats, or boycotting, it would cease to be a mere nonenforceable contract, and if, in its execution, damages proximately resulted to such other merchant, he would have a right of action. For two or more people to make an agreement which neither can enforce at law against the other is one thing; but to further agree, and under that agreement proceed to force another who is no party to it, against his will, to be governed by it, under penalty of financial ruin by driving off his customers, or the like, is, to use a favorite expression of Former Chief Justice Warner, "another and quite a different thing." There is no inherent wrong in the mere act of firing a pistol in a place where not prohibited by law, but it may become very wrong if it is fired at the person or property of another, and may give a right of action to him for resulting injury. A combination, like a revolver, should not be aimed maliciously or with a reckless disregard of the rights of others. . . .

Courts and text writers have not infrequently asserted that, as a general rule, a conspiracy cannot be made the subject of a civil action unless something is done which, without the conspiracy, would give a right of action. But if this be advanced as a rule of universal application, it does not stand unchallenged. In *Bailey v. Association* (Tenn.; 1890) 52 S. W. 853, 857, 46 L. R. A. 561, it is said: "It is entirely true, as in effect observed in *McCauley v. Tierney*, 19 R. I. 255, 33 Atl. 1, 37 L. R. A. 455, 61 Am. St. Rep. 770, and in *Manufacturing Co. v. Hollis*, 54 Minn. 223, 55 N. W. 1119, 21 L. R. A. 337, 40 Am. St. Rep. 319, that, in the first instance, each member of the association had a perfect legal right to buy material and supplies exclusively from any dealer or dealers he might choose, and each dealer had an equal right to select members for his customers, and to confine his sales to them only. These were inherent rights, which no competitor was authorized to dispute, no court empowered to control or curtail. But in our opinion, it does not follow from this undoubted freedom of individual member and individual dealer that all of the members may, as ruled in those cases, lawfully enter into a general and unlimited agreement, in the form of by-laws, that they and all of them will make their purchases from only such dealers as will sell to members exclu-

sively. The premise does not justify the conclusion. The individual right is radically different from the combined action. The combination had hurtful powers and influences not possessed by the individual. It threatens and impairs rivalry in trade, covets control in prices, seeks and obtains its own advancement at the expense and in the oppression of the public. The difference, in legal contemplation, between individual rights and combined action in trade, is seen in numerous cases. Any one of several commercial firms engaged in the sale of India cotton bagging had the right to suspend its sale for any time it saw fit. Yet an agreement between all of them to make no sales for three months without the consent of the majority 'was palpably and unequivocally a combination in restraint of trade.' . . . Any one of several companies had the right to sell the whole or only a part of its output to only such persons, in only such territory, and at only such prices as it pleased, yet it was inimicable [inimical] to the interests of the public, and unlawful for them to combine and agree that those matters should be determined and controlled by an agency jointly created for that purpose. . . . The same was held to be true as to the individual company and the combined company, respectively, in the *Sugar Trust Case* (Cir. Ct.) 3 N. Y. Supp. 401, and (Sup.) 7 N. Y. Supp. 406. So one railroad company has the unquestioned right to charge reasonable rates for transportation, but it is not lawful for competing companies to mutually bind themselves to maintain those rates. . . . Individual boat proprietors may establish rules and rates for the conduct of their separate business, but the law does not allow them to form a combination, and by mutual agreement establish joint rules and rates. . . . One grain dealer is perfectly free to decide for himself what price he will offer for grain, but he is not allowed to enter into an agreement with the other grain dealers of his town, and thereby fix the price that all of them shall offer. . . . Many other cases to the same effect in principle might easily be cited, were their citation deemed necessary."

Unquestionably, any person who does not occupy a public or quasi public position, like public officials, railroad companies, etc., or whose property has not become impressed with any public or quasi public use (*Munn v. Illinois* [1876] 94 U. S. 113, 24 L. Ed. 77), may ordinarily deal with any other person at his option. It may also be conceded, at least for the sake of the argument, that ordinarily a number of persons may, in concert, decline to sell or to buy from another. Yet the facts of the present case go much further than that. Here there was a combination not merely agreeing not to deal with the plaintiff, but undertaking also to drive off and prevent others from dealing with it, and seeking to ruin its business by destroying its power to purchase goods unless it should submit to regulate its business or fix its prices as they desired. If the defendants, as individuals, or in any way, claim to have the right to fix the prices at which they will sell, how can they claim that plaintiff has no such right as to its own business? In *Boutwell v. Marr*, supra, the supreme court of Vermont said



that the view above referred to "would preclude a reliance upon an unlawful purpose, and require that the means used should be illegal." The agreeing together to effect an illegal purpose being itself illegal, it might seem that any act done in furtherance of the agreement, and resulting in damage, even though itself not a violation of right, would sustain a recovery. \* \* \* If it be true, as a general proposition, that several may lawfully unite in doing to another's injury, even for the accomplishment of an unlawful purpose, whatever each has a right to do individually, it by no means follows that the combination may not be so brought about as to make its united action an unlawful means." . . .

Certain portions of the annual address (in 1899) of the president of the National Association of Retail Druggists, as published in the American Druggist and Pharmaceutical Record, were introduced in evidence, from which it appears that, in discussing the power of combination as compared with individual effort, he said: "Nature, too, forgets the individual always. To the species alone it is kind. In the general uplifting alone does it glory. So must it be with man. Man is of nature and must follow nature's bent. This tendency to associate, to unite, to combine, everywhere present, strangely active, is as resistless as is yonder great Niagara. Attempt to oppose it, and it spreads far and wide,—spreads with the opposing force, all the while accumulating power, until everything, even the mightiest, is swept before its immensity." And yet, when such mighty power, like a torrent, is turned upon an individual who declines to join or to do the bidding of those who direct the force and sell at prices dictated by them, for the purpose of crushing him and driving off those who would deal with him, under the threat that otherwise they will also be drowned in the resistless Niagara, shall courts of justice find no remedy? To protect the individual against encroachments upon his rights by greater power is one of the most sacred duties of courts. If there is any analogy between a combination of druggists to raise and maintain prices, and a biological species, the Darwinian theory is hardly a rule for a court in administering equity.

In contrast with this idea, the following vigorous language of Mr. Justice Bradley in the Slaughter House Cases, 16 Wall. 116, 21 L. Ed. 394, may be quoted: "For the liberty, preservation, exercise, and enjoyment of these rights [life, liberty, and the pursuit of happiness], the individual citizen, as a necessity, must be left free to adopt such calling, profession, or trade as may seem to him most conducive to that end. Without this right he cannot be a freeman. This right to choose one's calling is an essential part of that liberty which it is the object of the government to protect, and a calling, when chosen, is a man's property and right. Liberty and property are not protected where these rights are arbitrarily assailed." This occurs in a dissenting opinion, it is true; but there was no difference among the members of the court as to the fact that a man's business is his property, the difference being as to the application of certain amendments of the constitution of the United States.

It is generally held that, if the injury is

malicious, the person injured has a right of action. Indeed, it may be said that malicious injury to the business of another has long been held actionable. See *Barr v. Trades Council*, 53 N. J. Eq. 115, 116, 30 Atl. 881, and citations. In the case of *Steamship Co. v. McGregor*, 23 Q. B. Div. 608,—a case which will be referred to more fully presently,—Lord Justice Bowen said: "Now, intentionally to do that which is calculated in the ordinary course of events to damage, and which does in fact damage, another in that other person's property or trade, is actionable, if done without just cause or excuse. Such intentional action, when done without just cause or excuse, is what the law calls a 'malicious wrong.'"

. . . "The law, as a rule, presumes that a person intends the natural result of his acts, and this is true with reference to civil as well as criminal acts." Courts will look at the real substance of things, and do not stop at the mere form of words that may be employed.

We will now refer to some authorities cited by defendants. A leading case, in modern times, is the English case of *Steamship Co. v. McGregor*, supra. It may not be amiss to give briefly its history. It was first heard on application for injunction before Lord Chief Justice Coleridge and Lord Justice Fry in 1885. They held that a confederation or conspiracy by an association of shipowners which was calculated to have, and had, the effect of driving the ships of other merchants or owners, and those of plaintiffs in particular, out of a certain line of trade, even though the immediate and avowed objects were not to injure the plaintiffs, but to secure to the conspirators themselves a monopoly of the carrying trade between certain foreign ports and England, was, or might be, an indictable offense, and therefore actionable, if private and particular damage could be shown. But under the facts disclosed on that hearing, injunction ad interim was denied. 15 Q. B. Div. 476. The case was afterward heard by Lord Chief Justice Coleridge without a jury, and he rendered judgment for the defendants, holding that the evidence failed to show an actionable conspiracy, as alleged, and that it showed only sharp competition in business, including holding out inducements by rebates, advantages, etc., to those who would deal with defendants exclusively. (1888) 21 Q. B. Div. 544. He stated, however, that he had long doubted and hesitated in reaching this conclusion. In the court of appeal the case was heard before Lord Esher, master of the rolls, and Bowen and Fry, L. JJ. Lord Esher was of opinion that the appeal should be allowed, but was overruled by the other two justices. (1889) 23 Q. B. Div. 598, 601. In the course of the opinion of Fry, L. J., which has been frequently cited in other cases, he says: "The ancient common-law of this country, and the statutes with reference to the acts known as 'badgering,' 'forestalling,' 'regrating,' and 'engrossing,' indicated the mind of the legislature and of the judges that certain large operations in goods which interfered with the more ordinary course of trade were injurious to the public. They were held criminal accordingly. But early in the reign of George III. the mind of the legislature showed symptoms of change in this matter, and the penal statutes were



repealed (12 Geo. III., c. 71), and the common law was left to its unaided operations. This repealing statute contains in the preamble the statement that it had been found by experience that the restraint laid by several statutes upon dealing in corn, meal, flour, cattle, and sundry other sorts of victuals, by preventing a free trade in the commodities, had a tendency to discourage the growth and enhance the price of the same. This statement is very noteworthy. It contains a confession of failure in the past; the indication of a new policy for the future. This new policy has been more clearly declared and acted upon in the present reign; for the legislature has, by 7 & 8 Vict. c. 24, altered the common law by utterly abolishing the several offenses of badgering, forestalling, and regrating." He also says in reference to the statutes of 1871 and 1875, enlarging the power of combination among workmen and masters, is indicative of public policy in England at the time of the decision. We will presently compare this with the public policy of this state. The majority of the court of appeal found, as matter of fact, that the defendants were not engaged in a conspiracy or unlawful combination, and were not actuated by malice or ill will toward plaintiff, and did not aim at any general injury to plaintiff's trade,—the object being simply to divert the trade from plaintiff to defendants,—and that the damage to be inflicted was to be strictly limited by the gain which defendants desired to win for themselves; in other words, that it was a case of competition only. Of course, the loss which a rival may suffer from legitimate competition does not give a right of action. The case was carried to the house of lords, and the judgment of the majority was affirmed. (1892) 61 Law J. Q. B. 295; (1892) App. Cas. 25. Very full extracts from these decisions are made in 1 Eddy, Comb'ns, § 249. A careful consideration of the various decisions in this case will show that, in substance, it only held that where competition was lawful, even if sharp, and the acts complained of were adopted for the advancement of the defendants' own trade, there was no actionable conspiracy, although plaintiff may have sustained loss thereby. If this decision should be deemed adverse to the views here presented, it may be well to contrast the public policy of this state with that mentioned by Fry, L. J. Engrossing, forestalling, and regrating still stand in our Code as criminal offenses, and the presiding judge is required to give the law in reference to these offenses specially in charge of the grand jury at each term of court. See Pen. Code, §§ 662, 846. Our state constitution declares that the legislature "shall have no power to authorize any corporation \* \* \* to make any contract, or agreement whatever, with any such corporation [i. e., other corporations], which may have the effect, or be intended to have the effect to defeat or lessen competition in their respective businesses or to encourage monopoly; and all such contracts and agreements shall be illegal and void." . . . As has been shown above, in the light of the evidence, it is futile for these defendants to claim that they were merely resisting an attack on the part of the plaintiff.

The following are some of the cases relied on by the defendants: . . . Mr. Freeman, in his note to *Harding v. Glucose Co.* (Ill. Sup.) 74 Am. St. Rep. 244 (s. c. 55 N. E. 577), says: "Massachusetts seems also to have gone astray on the question of illegal combinations, \* \* \* having confused the doctrine relating to contracts in restraint of trade and the doctrine against restrictions upon competition." *Printing Co. v. Howell* (1894) 26 Or. 527, 38 Pac. 547, 28 L. R. A. 464, 46 Am. St. Rep. 640, might be quoted as an authority for the plaintiff, except as to the necessity for injunction. The court says (38 Pac. 553, 28 L. R. A. 474): "While conspiracy in itself is not an indictable offense under our law, all these authorities show conclusively that such a combination for the purpose of doing injury to the public or to individuals is per se wrongful. Civil consequences are not changed by reason of the fact that the combination is not made a statutory offense." . . . *Macauley v. Tierney* (R. I. 1895) 33 Atl. 1, 37 L. R. A. 455, 61 Am. St. Rep. 770, is another case relied on by defendants. If this decision is sound, it can only be on the idea that the defendants were seeking to obtain trade for themselves by saying, in effect: "If you deal with us, we will deal with you. If you deal with others, we will withdraw our patronage." Whether such an agreement was legally enforceable need not be discussed. There was no effort to compel or coerce others not members to be bound by their prices or views. If the decision in *Manufacturing Co. v. Hollis*, 54 Minn. 223, 55 N. W. 1119, 21 L. R. A. 337, 40 Am. St. Rep. 319, can be sustained, it must be on the same idea. No compulsory measures seem to have been used to enforce obedience on members; nor does there appear to have been any effort to drive away from plaintiff others than those voluntary acting together in concert, and no pressure on outsiders to maintain prices or incur ruin. In truth, however, some of what was said in that decision is unsound, and not in accord with cases already cited. It has been considerably criticised. . . . *Park & Sons Co. v. National Wholesale Druggists' Ass'n*, supra (supreme court of New York, 1900) is cited. We must leave to the honorable courts of that state to reconcile that decision with the principle ruled in *Park & Sons Co. v. National Wholesale Druggists' Ass'n* (Sup.) 50 N. Y. Supp. 1064, where, as quoted in 1 Eddy, Comb'ns, § 330, p. 213, it was held: "It is in restraint of trade and unlawful for a manufacturer to become a party to a combination which shall prevent any of his customers from obtaining other goods of other manufacturers because those customers violate the agreement with him in respect to the cutting of prices;" and also with *People v. Sheldon*, supra. It seems, too, that in some cases in New York and elsewhere an idea has arisen of determining how much competition is desirable, and apparently of holding that extreme competition is undesirable, and a combination to meet it is not unlawful. The fallacy of such a standard is clearly shown by Judge Taft in *U. S. v. Addystone Pipe & Steel Co.*, supra, and by Mr. Freeman in his note to *Harding v. Glucose Co.*, supra.



Finally, was the plaintiff entitled to an injunction? The usual grounds for the grant of an injunction in such cases are (1) an injury which threatens irreparable damage; or (2) a continuing injury, when the legal remedy therefor may involve a multiplicity of suits. "The difficulty of satisfactorily estimating damages to business is frequently recognized in applying those principles to suits relating to good will, trade-marks, patent rights, and copyrights. 3 Pom. Eq. Jur. §§ 1352, 1354." *Barr v. Trades Council*, 53 N. J. Eq. 126, 30 Atl. 881 et seq., and authorities cited. Mr. Eddy says: "An injury is irreparable when the damage cannot be measured by any known pecuniary standard. The destruction of, or even injury to, a growing business, cannot very well be measured in damages, since it is difficult, if not impossible, to lay down any rule whereby a jury can definitely ascertain the damages inflicted. The owner of the business himself probably could not estimate his loss, and yet the loss would be beyond dispute." . . . Several of the cases already cited arose upon applications for injunction, and apply to this feature of the case.

. . . The learned judge did not err in holding that the defendants who are members of the Atlanta Druggists' Association, in the name of such association or otherwise, should be enjoined from sending out to wholesale druggists or proprietors of proprietary medicines, through the mails, or delivering them to them otherwise, the letter and agreement set out in Exhibits A and B to plaintiff's petition, or seeking to cause the latter to be signed by means of the letter set out in Exhibit A, or other like means, or sending out any letter, circular, or agreement of similar character, purpose, directly or indirectly, to wholesalers, jobbers, or proprietors; and from issuing to salesmen, and causing to be signed, the card agreement attached to the petition as Exhibit C, or any card or agreement of similar import or purpose; and from in any manner threatening or seeking to intimidate wholesalers or proprietors, and so prevent them from selling to plaintiff, as a cutter or aggressive cutter; and from conspiring and from seeking to prevent wholesale or other druggists from dealing with or selling to plaintiff by direct or indirect threats of cutting off their means of obtaining goods or merchandise, or of causing such means to be cut off, or of causing them injury or loss of custom if they should deal with or supply the plaintiff; and from taking part in or carrying out any conspiracy or combination for that purpose; and from designating or pointing out the plaintiff to other druggists' associations or their representatives as an aggressive cutter; and from writing or sending through the mails any card, circular, letter, or other written or printed communication conveying or intended to convey to proprietors or wholesalers throughout the United States that plaintiff is an aggressive cutter, and under the ban of the local organization, or of similar import.

. . . Certain assignments of error in the bill of exceptions complain, in effect, that the injunction was too broad, because it was operative upon the individual members of the

association to which the defendants belonged, and therefore had the effect of cutting them off from the exercise of individual rights which it was their privilege to exercise, provided there was no unlawful conspiracy. The reply to this is that the judge found there was a conspiracy. He could not enjoin the combination in the abstract, but, to render any effective protection to the plaintiff, was obliged to enjoin the individual members of the association from doing the unlawful acts which they had conspired to do, and were actually doing when the petition was filed. It was the only possible way in which to make the writ of injunction of any avail. The defendants could not, fresh from the conspiracy, and inspired by the purposes thereof, fail to injure the plaintiff, if allowed to continue their unlawful acts under the guise of doing so upon their individual responsibility.

Judgment affirmed, with direction. All the justices concurring, except Lewis, J., absent on account of sickness.

#### KIPLING LOSES HIS SUIT AGAINST THE PUTNAMS.

THE United States Circuit Court of Appeals on January 9 handed down a decision sustaining the lower court in the action brought by Rudyard Kipling against G. P. Putnam's Sons. Judges Wallace, Townsend and Coxe agreed with Judge Lacombe's decision that there was not a scintilla of evidence in the case on which the plaintiff was entitled to go to the jury. Judge Lacombe directed a verdict for the defendants on this account. The Appellate Court has now emphatically affirmed this decision.

Judge Coxe wrote the opinion of the court. In the course of his opinion he said: "There is no matter published in the *Brushwood edition*, secured by the plaintiff under the copyright laws of the United States, which was not purchased by the defendants, of publishers duly authorized by the plaintiff to sell.

. . . That the defendants, having purchased unbound copyrighted volumes, were at liberty, so far as the copyright statute is concerned, to bind and re-sell them, is a well-recognized principle of law. . . . We are unable to find any provision in the agreement with the plaintiff's publishers which prohibits the sale of the copyrighted sheets to the defendants, but, if such a provision were present, the plaintiff's remedy would be an action against the publishers for breach of contract.

"Whether such an action could be maintained by one who had participated in the profits of the sales is a question which would probably cause the pleader many moments of anxious thought."

Of the "Ken of Kipling" Judge Coxe says: "The defendants had an absolute right to publish it in any form they saw fit. They were also at liberty to make and publish an index of the matter contained in their volumes, even though the index, as it necessarily must, contained words and phrases found in the text." . . .

"The elephant's head was not registered as a trade-mark until long after the commencement of this action and there is no evidence



that it was ever so used by the plaintiff until placed upon the *Outward Bound* edition. . . .

"We think there can be no doubt that the defendants had an unquestionable legal right to sell all the plaintiff's writings contained in the *Brushwood* edition. It is well-nigh impossible to suppose that any one intending to purchase the *Outward Bound* edition could be induced to purchase the *Brushwood* instead."

"There is no proof that any one was deceived. The two editions differed in almost all essential features. The volumes are unlike in size, shape, binding, color, arrangement and typography.

"In their advertisement the aim of the defendants was not to make the public believe that their edition was the same as the *Outward Bound* edition, but that it was more complete than that or any other edition. . . .

"The conduct of the defendants was that of fair-minded competitors, who had no purpose to misrepresent their own edition as the *Outward Bound* edition. They showed a disposition to remove all grounds of complaint, both real and imaginary, and, upon being informed of them, promptly discontinued all objectionable features of which the plaintiff had the least right to complain. . . .

"The *Swastika* edition, published in the spring of 1899, was properly received in evidence. As before stated, this was an edition of 20,000 sets, 'authorized' by the plaintiff, and made up precisely as the *Brushwood* was made up, by purchasing unbound sheets from the authorized publishers. On each of the 300,000 volumes were the words *Author's edition*, but there was no elephant's head. On the *Swastika* boxes, containing the volumes, are the words, 'This edition sold only in sets.'

"It was competent to show that after the publication of the *Outward Bound* edition the plaintiff's conduct regarding that edition had been in many respects identical with the defendants' conduct, of which he complained.

"The *Swastika* edition shows the plaintiff's acts to be in conflict with the law of unfair competition as interpreted by his counsel, and wholly inconsistent with the plea of damages advanced in his behalf.

"The judgment is affirmed."

After the issue of the original trial, it was alleged on the part of the plaintiff, that the case had been dismissed on a technicality, and this view was very carefully emphasized by him to the public, in this country and in England. To counteract this impression, in view of their recent complete vindication in the Court of Appeals, the following letter has been addressed to the editor of *The Publishers' Circular*, of London:

NEW YORK, January 13, 1903.

DEAR SIR: The United States Circuit Court of Appeals has confirmed the decision arrived at by the lower court in the suit brought, three years back, by Rudyard Kipling against G. P. Putnam's Sons. On the original trial, Judge Lacombe decided that there was no ground for the action, and, refusing to permit the case to go to the jury, dismissed the complaint.

The matter of which Mr. Kipling complained was the presentation for sale by the retail department of G. P. Putnam's Sons of one hundred sets of Kipling's works, which sets had been made up in a uniform binding, from supplies of the authorized editions of Kipling's various writings, purchased for the purpose, in sheets, from the four or five publishers who

had charge of the sale of these writings for the United States. There was no "publication" of the sets so made up, in the sense in which the term "publication" is understood either in the courts or in the booktrade. The volumes bore neither on their title-pages nor on their covers the name of Putnams. The only imprints on the title-page were those of Kipling's authorized American publishers.

The purpose of the preparation of these sets was to meet a demand on the part of retail buyers for a set of Kipling's writings in uniform covers. The only set of Kipling that was at that time available in the market had been prepared for sale by subscription and was not available for purchase through the booksellers. The Putnam set was sold at a higher price, and as well on this ground as because of the small number of copies available for sale, it could not in any way interfere with the sales of this subscription set. It was to be assumed that the author had received his proper royalty on these copies of his books sold to the Putnams by his authorized publishers. Of certain volumes of Kipling's works unauthorized American editions could have been secured at a much lower cost if the Putnams had been willing to handle such editions. To the set thus arranged was added, for the convenience of readers, a general index, the first that had as yet been produced for Kipling's writings.

The Putnams had naturally no expectation that the author could find in the sale, through their retail shop, of these few copies of such a set, any ground for dissatisfaction. There would, of course, have been no difficulty if he did find cause for objection in meeting any suggestion that Mr. Kipling might have been prepared to submit concerning the form in which the material should be arranged or concerning the wording of the description or announcement of the set. An application made direct to the booksellers for the correction of any detail that gave ground for annoyance to the author would have been the natural and courteous method of proceeding.

It might further be held that there was some special reason for considerate action in the case of a complaint against this particular firm. If it had not been for the Copyright Act of 1891, Mr. Kipling would have had no standing in any United States Court and would have had very much smaller receipts from his American market. This copyright legislation in behalf of European authors had been brought about chiefly through the efforts of the Publishers' Copyright League, and in the work of this League the senior member of G. P. Putnam's Sons was known to have taken a leading part, a service for which he had received due recognition from English authors.

The Putnams were advised by their counsel that there could be no possible legal ground for Mr. Kipling's complaint. This counsel was the Hon. George L. Rives, formerly Secretary of State, and now Corporation Counsel of the City of New York. His firm, Olin & Rives, are counsel for the Copyright League and for the Publishers' Association. This conclusion of their scholarly counsel has been very conclusively upheld by the courts. The Putnams were, however, not willing to rest their defense on purely technical grounds. It was a cause to them of very great regret that they had, quite unwillingly, caused annoyance to the author, a regret that not even the needless and discourteous haste of his legal proceedings could entirely dissipate.

Their counsel was instructed to offer to meet any suggestions that Mr. Kipling might have to submit which might not involve the sacrifice of the value of the books, rightfully purchased from the author's selling agents. Mr. Rives stated, on behalf of his clients, to Mr. Kipling's representatives that, entirely without regard to their technical rights, they were anxious to meet Mr. Kipling's wishes. The reply to this offer was that Mr. Kipling would be satisfied with nothing less than "substantial damages." It was, of course, impossible under the circumstances for the Putnams to make any such acknowledgment of wrong doing as would have been indicated by the payment of any damages whatsoever or by the sacrifice of the amount paid by them for the books. It is evident that at this stage of the matter and, in fact, through the case, Mr. Kipling was very badly advised by his counsel. A friendly consideration of the frank proposition submitted by the Putnams, would have saved him from some futile expenditure of money and would also have prevented him from doing the material injustice that his suit has caused to publishers whose house, through the three quarters of a century of its existence, has been among the most active of the supporters of the just claims of the producers of the world's literature.

Respectfully,

GEORGE HAVEN PUTNAM.



## STATIONERS' BOARD OF TRADE DINNER.

THE STATIONERS' BOARD OF TRADE dinner, given on the evening of January 14 in the "Red Room" of Delmonico's, New York, was attended by upwards of one hundred members and their guests, and was one of the most successful of the many enjoyable dinners given by the Board, reflecting great credit upon the committee having charge of the entertainment.

After the coffee and cigars had been served, the president, Henry C. Bainbridge, claimed the attention of the company while he read the following:

### HISTORY OF THE STATIONERS' BOARD OF TRADE.

... I can remember hearing my father talk about the proposed organization of a Stationers' Board of Trade, some time before it was started. He was deeply interested in the subject, and, with Mr. Willy Wallach and others, devoted much time to promoting it. By reference to the minute book I see that the first meeting for organization was held on October 7, 1875. The place is not given, but I believe it was in a lawyer's office on Broadway near Fulton Street.\* The meeting was called to order, and Mr. Wallach was elected chairman, and Mr. Charles Harris Phelps, secretary. I will read an extract from the minutes:

"Mr. Andrew Geyer stated that the object of the meeting was the organization of a Stationers' Board of Trade.

"Mr. C. T. Bainbridge offered a resolution that it was expedient to organize such a Board. Mr. Phelps on request of Mr. Ivan Von Auw, read draft of proposed scheme, and same was adopted.

"Chairman Wallach appointed Messrs. Wm. I. Martin, Woodman and Von Auw, a committee to nominate a Board of Managers. Messrs. Willy Wallach, Chas. T. Bainbridge, Benj. Lawrence, Melvin Hard, Geo. S. Pease, Samuel Raynor, W. T. Pratt, Theo. V. Smith and Andrew Dougherty were nominated and elected."

This Board was truly a representative one. All these have passed away excepting Theo. V. Smith, who I believe is a stationer.

The minutes contain a list of the members, but they are not in the order in which they joined, and I cannot find that there is a list of all the men who attended the first meetings, nor does this list include all the firms who joined during the first two years. An attempt was made to make a list signed with the firm signature of each member, but for some reason this was not kept up. The following is the list as far as it went: Porter & Bainbridge, Boorum & Pease, Willy Wallach, Melvin Hard & Son, J. C. Smith & Sons, Samuel Raynor & Co., Slote, Woodman & Co., A. S. Barnes & Co., Koch Sons & Co., Andrew King & Co., The Esterbrook Steel Pen Mfg. Co., Liebenroth, Von Auw & Co., S. A. Tower & Co., John Foley, Keuffel & Esser, Rubens & Co., Henry Bainbridge & Co., B. & P. Lawrence, Henry Levy & Son, Wm. P. Dane, Wm. Everdell's Sons, Baker, Pratt & Co., Nic. Muller's Sons, Alexander Agar, Anderson & Cameron, J. F. Anderson, Jr. & Co., J. Q. Preble & Co., Thaddeus Da-

vids Co., Kiggins & Tooker Co., McLoughlin Bros. & Co., Henry A. Smith, Wm. H. Mairs & Co., Powers Paper Co., W. C. Davey & Co., E. P. Dutton & Co., McFeeters & Co., Union Envelope and Paper Co., Valley Paper Co., and Agawam Paper Co. Thirteen of these firms are still using the old sign; eight have worthy successors; some are out of existence and a few I cannot speak for.

Frequent meetings of the Board of Managers were held during the fall of 1875. The business transacted consisted in electing new members, which seems to have been quickly done, and in adopting clause after clause of the proposed Constitution, every blessed one of which was amended several times. Wm. I. Martin seems to have been the leading spirit in these changes, as the minutes show that at nearly every meeting he came with a few amendments up his sleeve. . . .

At the meeting of October 12, 1875, the Board of Managers elected their first officers, as follows: Willy Wallach, president; Ivan Von Auw, vice-president; Wm. Irwin Martin, treasurer. Samuel Raynor and Andrew Dougherty having resigned from the board, and Mr. Wallach having been elected president, the vacancies on the Board were filled by the election of John F. Anderson, Jr., Alfred C. Barnes and John George Bainbridge.

About this time the question of the appointment of a permanent secretary came up, and the honor seems to have been sought after with much strenuousness. J. Kent, Andrew Geyer and N. R. Monachesi filed applications for the position. Each had strong backing, but neither of them landed, as the question was referred to the Finance Committee, and this acted upon it later. At the meeting of December 13 was read the resignation from the Board of Benjamin Lawrence, who was one of the Finance Committee, and resolutions were passed regretting the causes which led to his action, namely, the failure of one of the largest and most respected wholesale stationery firms in the country at that time. While he never regained the position in the trade which he once occupied, he continued in business in New York and died about three years ago. . . . H. C. Lamport was elected a member of the Board at this meeting.

The meeting of June 5 was important in some respects. The subject of incorporation was discussed. Six members were elected, Andrew Geyer was appointed the first secretary, and it was proposed to hold an annual dinner, a practice which was kept up for several years, and then for several years was neglected. This is the fourth dinner given since you elected me your president, and I hope that my successor, whoever he may be, will be as strong an advocate of Board dinners as I have been.

The Dinner Committee of 1876 seems to have had considerable trouble to get the affair started. Their first report was to the effect that while they deemed it advisable to give a dinner, they could not get the Astor House. They did not say what they wanted it for; I presume Mr. Astor wished to keep it. The

\* The meeting, as a matter of fact, was held in the office of Geyer's Stationer.—Ed. P. W.



subject dragged along until April, when the committee reported that they had made arrangements with the Grand Central Hotel for May 11, 1876. The price of tickets was placed at \$2, and I fear the recollection of the price of this dinner deter some of our old members from paying present rates.

This was the first public dinner that I ever attended, and I remember some features of it very distinctly. There was a goodly number of the representative men of our trade there, and all, or nearly all, in business suits. . . . This dinner was said to have been a success, and the report of it printed in the *American Stationer* was adopted as the report of the Dinner Committee.

A feature of the meeting of May 24, 1876, was the appointment of a committee to meet with similar committees from other organizations to take concerted action to secure from hotel proprietors a uniform rate of \$2.50 per day for travelling salesmen. There is no record that they met with any large degree of success, and if they did it was not permanent.

The first annual meeting of the Board of Managers was held at No. 128 Broadway. Mr. Phelps acted as secretary, and failed to record the date, except that it was 1876. It was no better attended than are our meetings now, only seven votes being cast. I presume the reason for the small attendance then was the same as now—the confidence the members have in the ability of those who do attend to elect the officers they want.

At the meeting of December 13, 1876, the Finance Committee reported on their efforts to find permanent office room. From the minutes of this meeting it appears that while Mr. Geyer was secretary of The Stationers' Board of Trade, without salary, the Finance Committee considered it unnecessary to appoint a secretary to the Board of Managers, and advised the appointment of Charles H. Hunter to that position, expecting him to devote his entire time to the Board, his salary to depend upon circumstances.

That Mr. Hunter laid the foundation of this organization is beyond question. Much that he did at that time is still in evidence, and the systems which he inaugurated in the office have been changed but very little, if at all. He took hold when there was little to show for the year's work. The receipts of the office from all sources for the first year were \$1401 and the expenditures \$1261.21, leaving a balance of \$139.79. Permanent rooms had been hired at No. 133 Nassau Street, and the members got to work bringing in new members. Mr. Hunter seems to have put considerable ginger into the Board of Managers at every meeting; for several months propositions were received, in some months as many as twenty. I wish I knew where to buy some of Hunter's ginger, I would present a bottle to each of our present Board of Trustees.

In April, 1877, there was some discussion about changing the name of the organization. What the proposed change was the minutes do not say, but I believe somebody proposed to work in the word book or booksellers in some way. The committee appointed to consider the matter reported that they

considered it inexpedient to make any change in the name at that time. It might be well to bring that subject up again. Many of our most loyal members are booksellers and publishers, and if changing the name of our organization by incorporating with it some suggestion of their trade would bring us into closer relations with them, and make them feel that they would be more a part of us, I say, do it. . . . I should like to see more of the bookmen attend our dinners, and see them come to our rooms and use the office more than they do. Much that they accomplish now through separate organizations I think could be done through our office. We have a room for meetings, etc., a well-equipped office, and an efficient office force. We are organized for mutual help, and any branch of any of the trades associated with us that have matters peculiar to their own line, which they wish to discuss or act upon in any way, are welcome to use our rooms and command every assistance our office affords.

Nearly all the men who were identified with this organization at its birth have passed away. John F. Anderson, Jr., Ivan Von Auw, Theodore V. Smith and Andrew Geyer, are the only ones left, so far as I know. Those who have gone we shall many of us remember to the end of our days—Wallach, Pease, Dougherty, Lawrence, Henry, John and Charles T. Bainbridge, Lamport, Melvin Hard, Boorum, Daniel Slote, Will Horn, Alex. Agar, Geo. Davids, Bernhard Ilfelder and Mr. Liebenroth and the others. There are probably just as good men left in our trade; but who can name a like number who stir up the same feelings that these men do in our hearts! These worthy men all gave something to make this organization what it is to-day. Those of us who are now in harness think we are doing more to-day than ever before. We ask you to do your part to keep it running; somebody must keep working to keep up the membership. The Board of Trustees devote a large share of their time in directing the policy of the office. We have no fund from which to pay any one for soliciting subscribers, and we want you, if you are getting good service, to say so to some one in your trade, and influence them to apply for membership.

Our present secretary was a clerk in the office under Mr. Hunter, and should know his business. We have occupied one set of offices for over twenty years. We have a well-organized office force with a pay roll of about \$600 per month.

A Board of eighteen trustees direct the policy of the office, giving their time to the service for the general good. We have a carefully-selected list of correspondents all over the country with first-class facilities for collecting information and claims here and abroad. The cost of doing this work is practically divided pro rata among the membership, and the service rendered cannot be duplicated by any organization which is run for a profit.

I have wandered somewhat from the line of thought on which I started, but I have told you something about how the Board started, and it is only natural that I should drift into



a sort of "missionary" talk, and try and convert some sinner who is hungry for commercial reports, and who has trouble to collect claims, to join The Stationers' Board of Trade.

The following is a list of the presidents and secretaries of the Board since its organization:

Presidents.	Secretaries.
Willy Wallach.....1875-1882..	Chas. H. Hunter.
Geo. L. Pease.....1882-1885 }	H. L. Boorum.
Wm. I. Martin.....1885-1887 }	Chas. H. Hunter
Henry B. Barnes.....1887-1888..	Chas. H. Leeds.
Geo. L. Pease.....1888-1892..	Wm. W. Davis.
Frank Squire.....1892-1894..	" "
Chas. T. Dillingham..1894-1896..	" "
Henry C. Bainbridge.1896..	Wm. W. Davis.
	E. H. Loveless.

The following guests then addressed the gathering: The Rev. Dr. J. M. Buckley, editor of *The Christian Advocate*, representative of the oldest printing concern in New York City—the Methodist Book Concern; A. E. Pearsall, who favored the company with song and reading that were uproariously applauded; James Logan, of Worcester, Mass., who made the best and most impressive speech of the evening, taking for his topic the application of economics to business, and giving sound philosophic advice to the young men present and helpful suggestions to their seniors; the Rev. George Maddock, chaplain of the State Prison at Trenton, N. J.; and Sam. Ward, ex-president of the Boston Stationers' Association.

Letters of regret were read from Colonel George Harvey and others, a telegram of congratulation was received from the Chicago Stationers' Association and a cable from some friends in London.

A souvenir of the occasion was presented in the shape of a copy of an imaginary literary work, entitled "Ice-Bound," by Dr. Farrelly," in which the *bisque glacée* was served. The book was a dummy of a paper bound novel, hollowed out in the centre to hold the dessert. The order for the souvenir was given to a binder, who, after he had finished the insides of the book, was ambitious to make a facsimile of the original cover. After some time he called up the secretary of the Board and inquired whether he could not let him have a copy of "Dr. Farrelly's" book, as he had been unsuccessful in a two days' search to find a copy of it in any bookstore or library in New York and vicinity.

At a meeting of the Board of Trustees, held at the rooms of the board on the 13th inst., the following officers were elected: President, Henry C. Bainbridge; 1st vice-president, James C. Aikin; 2d vice-president, Charles S. Kiggins; secretary-treasurer, Edwin H. Loveless; attorneys and counsellors, Rounds & Dillingham. The following were elected to serve as Executive Committee: James C. Aikin, chairman; Frank D. Waterman, Robert Dickson, Lyman B. Sturgis, Miles Vernon, the president, *ex-officio*, and the treasurer, *ex-officio*. The following were elected to serve as the Arbitration Committee: Charles McLoughlin, chairman; Patrick Farrelly, Franklin Weston, William Keuffel, William B. Boorum, Jr., David A. Tower, and the president, *ex officio*.

## THE MILLARD PALMER COMPANY AND ITS PRESIDENT.

THE firm of Lyon, Kymer & Palmer Company which has done business at 20 and 22 Monroe Street, Grand Rapids, Mich., for nearly fifteen years, has been succeeded by the Millard Palmer Company. The head of the present company, Mayor W. Millard Palmer, hardly needs an introduction to the readers of the WEEKLY being well and favorably known through his long connection with the firm of which he is now the leader, and through his energetic work on behalf of book-trade reform, and as one of the members of the Executive Committee of the American Booksellers' Association.

Mayor Palmer was born July 9, 1861, on a farm near Grand Rapids. His family moved to Grand Rapids when his father entered the Union Army. Mr. Palmer accepted a clerkship in the store of Eaton & Lyon, wholesale and retail booksellers and stationers, June 16, 1880. After an absence of nine months, from January 1 to October 1, 1881, he resumed connection with Eaton & Lyon. He was in the law office of Fletcher & Wanty for two years, from October, 1885 to October, 1887, Mr. Wanty being the present United States Judge for Western District of Michigan. In the fall of 1887 Mayor Palmer again became associated with Eaton & Lyon until January, 1892, when he organized the firm of Palmer, Meech & Co., with which firm Lyon, Beecher & Kymer, (successors to Eaton, Lyon & Co.,) was consolidated in June, 1897. This firm subsequently became Lyon, Kymer & Palmer Company, of which Mr. Palmer was treasurer and general manager since July, 1899. Now Mr. Palmer has bought out the interests of Charles D. Lyon and J. Leo Lyon, president and vice-president of the old company, and organized the new company. While Mr. Palmer has had considerable experience in all departments of the book and stationery business, he is essentially a book man, having taken the position of book buyer in 1883. It is expected that he will make many changes in the store and make it one of the finest in the country when the improvements are completed.

Mayor Palmer was a member of the committee of booksellers that canvassed the trade with a view of combining it for an effort to institute reform. He was from the first a member of the Executive Committee of the American Booksellers' Association of which he was one of the organizers. In 1902, after repeatedly declining to allow his name to be used for the office of mayor, the City Republican Committee selected him to head the ticket after the sudden death of his friend the nominee two days before the election in April. He was elected by the largest majority ever given to a candidate for mayor by the voters of Grand Rapids, a city of over 100,000 inhabitants. We are confident that the trade will join us heartily in wishing the new company and its president a generous share of the success which we hope the future has in store for the booktrade.



## EXPENSIVE AND VOLUMINOUS BOOKS.

THE most expensive book produced thus far in the world is undoubtedly the official history of the War of the Rebellion, published at the expense of the United States Government. The work, which it took ten years to print, comprises 110 volumes and cost \$2,800,000.

Another expensive book, issued at the expense of the French Government, was the edition of the "Imitation de Jésus Christ," prepared for the World's Exposition at Paris in 1855. The work was in one volume and cost \$300,000 to produce, or at the rate of \$2900 for each of the 103 copies which comprised the edition.

The most expensive single volume, however, in existence to-day is the copy of the Koran recently presented by the Ameer of Afghanistan to the Shah. It is a handsomely illuminated manuscript, bound in solid gold and set with precious gems at a cost of \$400,000.

The most voluminous work in the world probably is the Chinese Encyclopædia, written during the reign of Emperor Kang Hi, 1662-1722. The encyclopædia, which, in six divisions, treats of the celestial and terrestrial bodies, of the human race, of nature, philosophy and history, comprises 5020 volumes. Only three sets are known to be in existence, of which one is in the British Museum.

## THE SALE OF "DAVID HARUM."

AN interesting announcement is made by D. Appleton & Co. in regard to the continued sale of "David Harum." It is now four years since this book first made its appearance, and yet it continues to sell in a single month more copies than constitute the entire run of an average novel. Toward the end of October the hundredth edition was reached, and to signalize this event a souvenir edition of 10,000 copies was prepared, printed from the plates of the \$2 illustrated edition, and containing all the illustrations. This was sold at the regular price of \$1.50, and the entire 10,000 copies were disposed of in five weeks. The only copies now obtainable are in the hands of the retail booksellers. The publishers announce that, beginning with the one hundred and first edition, now in press, the regular edition will be printed from the illustrated plates and will contain eight full-page illustrations. It will return to the familiar yellow cover, however. The sales of this book have now reached 671,000 copies.

## WOOD PULP NOT ON FREE LIST.

THE Ways and Means Committee, January 13, decided against the application of the National [Newspaper] Publishers' Association for a hearing on the bill to put wood pulp used in the manufacture of paper on the free list. This bill, whose passage is urgently desired by the newspaper publishers of the country, has never had a chance for favorable consideration at this session, but until recently the Republican members of the Ways

and Means Committee were willing to grant the concession of hearing what the publishers had to say, although they said at the same time that it was "of no use." The decision was reached on the ground that there was no use in giving a hearing on a bill that was predestined to die.

## BOOKTRADE ASSOCIATIONS.

### ANNUAL MEETING OF THE AMERICAN PUBLISHERS' ASSOCIATION.

THE annual meeting of the American Publishers' Association was held at the rooms of the Aldine Association, on the afternoon of January 14. A large attendance was present. Mr. Charles Scribner, President of the Association, presided, and Mr. Brett acted in his capacity of Secretary.

Three recommendations were submitted by the Board of Directors as follows:

(1.) That the third paragraph of Article IV. beginning with "When" and ending with "postage" be annulled; that is ["When a work of fiction published under this rule is sent postpaid the price to the purchaser shall not be less than the minimum price plus the postage."]

(2.) That the following paragraph (making the third) be added to Article III.:

"It is further agreed by the members of the Association that they will not themselves offer, nor sell their books to any one who offers, protected books in combination with a periodical at less than the trade subscription price of such periodical plus the net or minimum retail price of the book."

(3.) That the following be adopted as Article XII. of the plan:

"That in making sales and contracts of sale of their books involving future delivery members shall stipulate that such delivery is contingent on the observance by the purchaser of the rules of the Association."

After some discussion the above recommendations were all adopted, being acted on separately.

The president announced that the terms of the following directors expired at this time: Col. Daniel Appleton, George P. Brett and W. F. Zimmerman.

On motion a Nominating Committee consisting of Dr. Funk and Messrs. Putnam and Doubleday was appointed, who made a report recommending the directors whose terms expired. This report was unanimously approved.

Mr. Cook, of The G. W. Dillingham Co., addressed the meeting and moved the adoption of a resolution recommending that juveniles be placed on the same basis as fiction, instead of remaining at net prices. The resolution was carried. The adoption of this resolution referred the matter to the Board of Directors for further consideration, it being necessary under the By-Laws for the Board to recommend changes in the rules.

Mr. Stokes offered a resolution which was adopted, providing that the Board of Directors be requested to investigate the matter of jobbers' discounts, and the demoralized condition of the trade in this respect, with a view to ascertaining if some means could not be adopted by which the present situation could be improved. Mr. Stokes made a few



remarks explaining why an amendment in this direction was necessary.

The meeting adjourned to meet the second Wednesday in February.

#### THE BOOKSELLERS' LEAGUE.

THE January dinner of The Booksellers' League was given at the rooms of the Aldine Association on the evening of the 14th inst. An unusually large number was present, tempted no doubt by the attractive programme promised by the Entertainment Committee. The League was favored with a pleasant evening and by the attendance of every one of the guests who had promised to speak—namely, Henry Harland, Charles George D. Roberts, Willis H. Drummond and Homer Davenport. Mr. Harland's talk was pleasantly reminiscent of life in the literary and artistic haunts of Paris and London; Mr. Roberts talked entertainingly of many interesting things; Mr. Drummond fairly took the members of the League off their feet by his charming and inimitable recitations of French dialect stories and verse; and Mr. Davenport, well known for his "Trust" cartoons, talked of his early experiences in Oregon and drew sketches of some famous politicians. The speaking was brought to a close by Colonel Marshall, a companion of President Castro, of Venezuela, who gave some glimpses of the conditions in that much revolutionized country.

#### NOTES ON AUTHORS.

IRVING BACHELLER, the author of "Eben Holden," etc., is working on a new novel, to be entitled "Darrell o' the Blessed Isles." He is also about to publish a volume of poems.

ANOTHER American university has lured a scholar from abroad for the benefit of American students. Professor Joseph John Thomson, D.Sc., F.R.S., who was Cavendish Professor of Experimental Physics at Cambridge, has accepted the Chair of Physics at Columbia University. Professor Thomson is known to American readers by his articles in *Harper's Magazine*, the latest of which, on "Becquerel Rays," appeared in the January number.

DR. GOLDWIN SMITH, the author, who was regius professor of modern history at Oxford from 1858 to 1866 and afterward professor, for a time, at Cornell University, New York, has formally bequeathed his brain for scientific purposes to another Cornell professor, "when I myself am finished with it." He is now approaching his eightieth birthday. The bequest, Dr. Goldwin Smith says, originated in a joke, but he has now confirmed it. Mark Twain a short time ago made a similar bequest.

IN Aberdeen, Scotland, there is a stationer and news agent who sits behind his shop counter and writes when customers fail. In his day he has been ploughman, shoemaker and policeman, but Aberdeen University has added LL.D. to his name, John Mackintosh, and a movement is now on foot to offer him a public testimonial in recognition of the ser-

vices he has rendered Scottish literature through his "Historic Scotland," "History of Civilization in Scotland," and the other books he has written behind the counter.

ALFRED AUSTIN has written a new three-act drama in blank verse, entitled "Flodden Field," which Beerbohm Tree will produce in London at His Majesty's Theatre. This is the third work produced by Mr. Austin within a year, the other two being a collection of prose essays and a volume of poems, "A Tale of True Love, and Other Poems," which the Harpers published here. Apropos of poetry, the *Academy* expresses its "continual wonder" that good contemporary poetry is so little read, and asks, "Are the free libraries doing their duty in this matter?"

#### JOURNALISTIC NOTES.

*The American Quarterly* has succeeded to *Poet Lore*, under the editorship of Charlotte Porter and Helen A. Clarke, with whom will be associated George Willis Cooke. The next issue will be dated January-March.

BLISS CARMAN, who has been the literary adviser of L. C. Page & Co. for some time, will take editorial charge of the *Literary World*, which, as has already been announced, has become the property of L. C. Page & Co.

THE great series on the Government of the United States will begin in the February *Scribner's* with James Ford Rhodes's article on "The Presidential Office." Mr. Rhodes's historical studies and his wide acquaintance with public men and the special facilities which he has had to study the Executive Office make this paper one of intense interest. Men of the highest authority, like Justice Brewer, of the Supreme Court, Senator Lodge, Captain Mahan, Frank A. Vanderlip, and Governor Taft will contribute to this series.

#### BIBLIOGRAPHIC NOTES.

OTIS G. HAMMOND, of Concord, N. H., has compiled and published a "Bibliography of the Newspapers and Periodicals of Concord, N. H., 1790-1898." The matter is arranged alphabetically by the name of the publication. The author describes 126 separate publications as fully as the available data has permitted. (32 p. 8°.)

AT the annual meeting of the Modern Language Association of America, held at the Johns Hopkins University, December 29, Professor F. N. Scott, president of the pedagogical section, made a successful motion that a committee be appointed to prepare a bibliography of modern language philology for 1901 or 1902, as the committee may desire, and that the sum of \$250 be appropriated for that purpose. The committee will be named later.

THE CARNEGIE INSTITUTION, Washington, D. C., has undertaken to revive the publication of *The Index Medicus*, which was established in 1879 by the late Mr. Frederick Leyboldt, under the editorship of Drs. John S. Billings and Robert Fletcher. After Mr.



Leypoldt's death, the *Index Medicus*, which, from the start, was a losing venture, was taken over by Parke, Davis & Co. and continued by them for several years, when they abandoned it. Dr. Billings then carried it along, by special guarantee of a number of subscribers insuring him against loss, until 1899, when the publication was suspended. The *Index Medicus* as a record of current medical literature as well as the supplement to the "Index Catalogue of the Library of the Surgeon-General's Office" always was indispensable to the student and the writer on medical subjects. Unfortunately that constituency, as a rule, was too poor in the first place, and too small in the second place, to give adequate support to so expensive a publication as it was necessary to make the *Index Medicus*, notwithstanding that the editors gave their services practically gratis. It will be welcome news therefore to those interested in the subject that the Carnegie Institution, with the editorial co-operation of Drs. Robert Fletcher and Fielding H. Garrison, will begin this month to publish the *Index Medicus*—Second Series. It will include full titles of books, pamphlets, theses, contributions to co-operative works and original articles in journals, transactions of medical and scientific societies and the like, arranged under subject headings. A full table of contents will be given with each number, and on the completion of each volume an annual index of authors and subjects will be issued. The undertaking deserves the hearty support of every public institution whose constituency may be interested in medical literature. The subscription price is \$5 a year.

CATALOGUES OF NEW AND SECOND-HAND BOOKS.—*The Burnham Antique Book Store*, Old South Meeting House, Boston, Americana. (No. 9, 966 titles.)—*William J. Campbell*, 1218 Walnut St., Philadelphia, Americana, etc. (No. 30, 217 titles.)—*Cassino Book Company*, 1374 Broadway, New York, American first editions. (No. 5, 1130 lots.)—*A. S. Clark*, 174 Fulton St., New York, Miscellaneous. (No. 55, 32 p. 16°.)—*Otto Harrassowitz*, 14 Querstr., Leipzig, Allgemeine u. comparative Linguistik, containing among others the library of the late Dr. John Schmidt, of Berlin. Pt. 2, die einzelnen Sprachstämme. (No. 270, 2698 titles.)—*Lemcke & Buechner*, 812 Broadway, New York, Additional list of the Classic and Belles-Lettres of French Literature: Supplement to Catalogue Raisonné of French Literature, edited by Ernst Lemcke and E. G. Lemcke. An interesting and very useful reference catalogue. We note with pleasure that the compiler of the original work is now ably assisted by his son, E. G. Lemcke. (16 p. 8°.)—*Joseph McDonough*, 39 Columbia St., Albany, N. Y., Miscellaneous. (No. 181, 646 titles.)—*Jacques Rosenthal*, 10 Karlstr., Munich, Bavaria, Book illustration in the Middle Ages until the 16th century, illuminated manuscripts and illustrated books. (No. 27, 1000 titles, with 97 facsimiles.)—*Walter T. Spencer*, 27 New Oxford St., London, Autograph letters and original manuscripts. (No. 113, 511 titles.)

## LITERARY AND TRADE NOTES.

FROM "The Sign of the Hop Pole," Crockham Hill, Eden Bridge, Kent, Eng., will be published an edition of Méricme's "Carmen," with illustrations by Lionel Lindsay. One thousand copies will be published to subscribers at one guinea net.

J. COLLIER has prepared and published for the Leland Stanford, Jr., University, Palo Alto, Cal., a handsome souvenir showing by means of artistically grouped photographs the various buildings on the college grounds and their most interesting points.

WILLIAM R. JENKINS, New York, has just ready "Fables de la Fontaine," prepared for school use by Dr. L. Sauveur. This book was formerly published by Dr. Sauveur himself, but with his other books has now been taken over by William R. Jenkins.

E. P. DUTTON & Co. will publish at once a volume entitled "The New America: a study of the Imperial Republic," by Beckles Willson, in which the author sets forth the growth of this country along the departments of politics, industry, commerce, its development in literature, art, etc.

D. C. HEATH & Co. have in press for immediate issue in *Heath's Modern Language Series* Galdós's "Marianela," one of the most interesting and characteristic of Galdós's stories. The book is provided with notes and vocabulary by Professors Geddes and Joselyn, of Boston University.

HARPER & BROTHERS will bring out at once a volume of religious papers by G. W. E. Russell, author of "An Onlooker's Notebook" and "Collections and Recollections." The new book will be entitled "The Household of Faith," and the subject will be the unifying element of all religious life.

T. FISHER UNWIN has just published a translation, by Miss Johanna Volz, of Nietzsche's "Morgenröthe," ("Dawn of Day.") This will be the fourth volume of the complete English edition of Nietzsche's works which is in course of publication. The Macmillan Company have the American market.

THE OXFORD UNIVERSITY PRESS has just issued two neat little booklets entitled "Select Passages from the introduction to 'Plato,' by Benjamin Jowett," and "Select Passages from the Theological Writings of Benjamin Jowett," both edited by Lewis Campbell. The volumes are printed on thin paper and are of a convenient pocket size.

MOSES KING has sued the New York *Sun* for libel for criticising the manner in which Mr. King seeks to obtain subscriptions for a lithograph plate representing a number of prominent financiers. The plaintiff claims exemplary damages in the sum of \$50,000. The alleged libellous publication appeared in the New York *Sun* for December 28, 1902.

THE CONSOLIDATED RETAIL BOOKSELLERS, an organization of some two hundred booksellers in the country, that was organized in January, 1900, and through whose initiative the American Publishers' Association was called into existence, will hold its third annual



meeting next month to elect officers and directors and to outline plans for the immediate future.

CHURCHILL WILLIAMS' new novel, on which he has been at work for nearly two years, will be issued at the end of this month by the Lothrop Publishing Company. The publishers announce that its title will be "The Captain," and that A. I. Kellar, who illustrated "The Virginian," has almost completed the pictures for the book. The chief figure in the story is General Grant.

D. APPLETON & Co. will publish in May the second volume of Mme. Adam's autobiography, which will tell about her literary work, of her experience during the Franco-Prussian War, during which time her husband was Préfet de Police in Paris, of her connection with the *Nouvelle Revue*, which she started about thirty years ago, and has been conducting since, and other literary efforts.

THE firm of Martinus Nijhoff, booksellers and publishers at the Hague, which has recently established an American branch in New York, celebrated on the 3d inst. its fiftieth anniversary, having been founded January 1, 1853. We extend to P. A. M. Boele van Hensbroek and Wouter Nijhoff, the present proprietors, our congratulations, and wish them many happy returns of the day.

THE BOWEN-MERRILL COMPANY announce as their first book of the new year "Under the Rose," a new romance by Frederic S. Isham, author of "The Strollers." The title strikes the keynote of the story, and its implication of secrecy has been carefully maintained by the author in the development of his plot. Howard Chandler Christy has respected the spirit of silence in his illustrations, and in drawing the actors and the scenes he gives no hint of the outcome of the story.

MRS. WHARTON'S novel, "The Valley of Decision," has recently received the honor rarely bestowed in similar circumstances of being chosen for publication in the principal review of the country with which it is concerned and whose society at a critical historical period it portrays. The novel will appear as a serial in *La Nuova Antologia*, of Rome, the leading magazine published in the Italian language and occupying the same relative position in Italy that the *Revue des Deux Mondes* does in France.

FLEMING H. REVELL COMPANY publish this week "Studies in Christian Character, Work and Experience," by the Rev. Wm. L. Watkinson. "The Bane and the Antidote" and "The Blind Spot," the two previous publications of this author, have received almost universal commendation from various Christian denominations, and this, his latest book, is said to demonstrate even to a greater extent the truth of Newell Dwight Hillis's statement that "Watkinson has what this poor world needs—vision."

DOUBLEDAY, PAGE & Co. have in preparation for early publication a story of the Civil War, by Joseph A. Altsheler, entitled "Before the Dawn." The scene of the story is laid in

Richmond just before the surrender of that city and the close of the Civil War. Among the personages that figure in the novel are Jefferson Davis, his cabinet, and several Confederate generals. They will publish early in the spring "The Land of Joy," by Ralph Henry Barbour, author of several successful college stories, "The Half Back," etc.

MCCLEURE, PHILLIPS & Co. will publish next month a new novel by Edward W. Townsend, the author of "Chimmy Fadden," to be entitled "Lees and Leaven." Like the author's former books the story will deal with life in New York in both the upper and lower crusts. They will bring out at the same time Joseph Conrad's new book "Youth," which consists of three stories—the one which gives the title to the book, and two others entitled "Heart of Darkness" and "The End of the Tether." The book has already been published in England and has been unqualifiedly praised there.

FLEMING H. REVELL COMPANY, encouraged by the unprecedented success with which its efforts were crowned last year, awarded to every member of its staff in its various branches, excepting its president, a share in its profits based upon the salary drawn. Mr. Revell, the president, who, for the first time was in New York during the holiday season, received a cordial greeting and vote of thanks, with the autograph signatures of all concerned, handsomely printed and bound. This generous treatment, and the promise held out for its recurrence another year, has inspired every member employed by the firm to aid in greatly increasing the business of the house of Revell during the ensuing year.

THE TONNELÉ COMPANY, 30 East Twenty-first Street, New York, have just brought out an attractive volume of "Book-Plates of Today," edited by Wilbur Macey Stone. The volume contains articles on "American Designers of Book-Plates—William Edgar Fisher," by W. G. Bowdoin; "The Artistic Book-Plate," by Temple Scott; "Book-Plates and the Nude," by Wilbur Macey Stone; "The Architect and Book-Plate Designer," by Willis Steele; and "A Check-list of the Work of Twenty-three Book-Plate Designers of Prominence," compiled by Wilbur Macey Stone. The illustrations consist of eight book-plates, in color, designed specially for the book by Jay Chambers, Thomas Tyron, E. D. French and others, and a number of book-plates from the London *Studio* and other sources.

DODD, MEAD & Co. have just ready the fifth volume of "The New International Encyclopædia," which covers the subject from Coleoptera to Desiderius. Among the many topics included in this volume the following are remarkable for fulness of treatment: Colleges, especially American; Communism, Congregationalism, Constitution, Copyright, Coral, Cotton, Cromwell, Dams and Reservoirs, Dante and Democratic Party. Geographically the volume treats comprehensively Colorado, Connecticut, Constantinople, Cuba, Delaware and Denmark. Two colored plates, one of Octopods and Decapods and one of Decorative Art, (Pompeian Mural Decoration,) ten maps, forty-one full-page



plates and a number of illustrations in the text add to the usefulness and attractiveness of the volume. This important undertaking, with each new volume, justifies fully its claim to be an "international" literary work in every respect.

INGALLS KIMBALL, 150 Fifth Avenue, New York, has just published in a dainty volume "Some Letters by Robert Louis Stevenson," with an introduction by Horace Townsend. There are five letters addressed to A. T. Haddon, the first of which is undated, but was probably written soon after Stevenson's return from America with his newly-wedded wife. The last of the five letters is dated April 23, 1884. Mr. Trevor Haddon, to whom the letters are addressed, is now a member of the Royal Society of British Artists and a fashionable portrait painter. Twenty-three years ago, however, he was a young student, utterly unknown outside of his own small circle and with all his worldly triumphs yet to come. The tone of the letters, if not exactly intimate, is yet of a kindly, elder-brother-like nature which is altogether delightful. The volume has a portrait of Stevenson by Sir William B. Richmond and a facsimile of one of the letters. Mr. Kimball announces that "Christmas Eve at St. Kavin's," of which he printed a limited edition of two hundred copies last Christmas time, is entirely out of print, both in the hand-made and vellum editions, and no more can be supplied at any price.

G. P. PUTNAM'S SONS have just ready a reply to Crosland's "The Unspeakable Scot," entitled "The Egregious English," by Angus McNeill, who finds an abundance of vulnerable points in the Englishmen, and who has gone at his task in the spirit of the ancient Romans, who spared "nor son nor wife, nor limb nor life;" "St. Augustine and His Age," by Joseph McCabe, author of "Peter Abélard," who treats of Augustine rather as a man than as a saint, differing in this respect from most of his predecessors; also, a little volume entitled "The Education of Christ," by Professor W. M. Ramsay, a series of simple and reverent studies on the life of Christ, dealing especially with the influence of environment on the development of Christ's character. They will publish at once the long-promised "Life and Times of Georg Joachim Goschen, Publisher and Printer of Leipzig." Goschen was the publisher of the men who molded the intellectual life of modern Germany, such as Goethe, Klopstock, Wieland, Körner and Schiller, many of whom were his intimate friends throughout life, and necessarily Goschen's accounts of his relations with them form a valuable addition to literary knowledge. The biography is the work of his grandson, the present Viscount Goschen.

CHARLES SCRIBNER'S SONS have secured an edition of William Arkwright's magnificent history of the dog, entitled "The Pointer and His Predecessors." The author has spent nine years in gathering the material and even learned a new language of one of the countries involved in the research. The book is illustrated with forty photogravures from paintings and steel engravings, early and modern. The photogravures are printed on

Japan paper and the text on the best hand-made deckle edge paper. Of the entire edition of 750 copies only twenty-five copies were allotted to this country. Among Scribner's recent importations is "The Fatherhood of God," a series of lectures by Rev. John Scott Lidgett, delivered to his class of theological students at the Berrmonsey Settlement which Rev. Lidgett, with the late Dr. Moulton, founded. The author has sought to express the conception of God's relationship to man in Christ. "Only the doctrine of the Fatherhood in God," he says, "seen in its full significance, can unite men's efforts in every sphere of life in a consistent whole. For the lack of this, many are perplexed and distracted by the seemingly rival claims of spiritual work and of the motives of natural and generous sympathy." Rev. Lidgett's object is to seek a reconciliation between the two.

JOHN LANE announces a work entitled "Man Visible and Invisible—examples of different types of men, as seen by means of trained clairvoyance," by C. W. Leadbeater, author of "The Christian Creed," "The Astral Plane," etc., who is at present making a lecturing tour in America. The work will appeal specially to all who may be interested in the recent phases of psychological research. Mr. Lane has also in preparation a work on "The Ancient Halls of the City Guilds," drawn in lithography by Thomas R. Way, with an account of the history of the great merchant corporations of London by Philip Norman. The edition for the United States is limited to 100 copies. The next supplement to the *International Studio* will be entitled "Representative Art of Our Times." In size this will be uniform with the recently-published monograph on "English Water Colour." Publication will begin at once, and it will be produced monthly, part by part. The first number will be devoted to "The Modern Aspect of Wood-Engraving." Subscribers to the eight parts will be presented with a portfolio to hold the complete publication. The reproductions will include almost all conceivable processes, as they appear most suitable for the rendering of etchings, drypoints, lithographs, xylographs, pastels water colors, etc. The greatest masters in every field of the arts will be represented, irrespective of nationality. To those interested in art, be it from a professional, technical, educational, or æsthetic standpoint, this series will prove of value as a comprehensive survey of art to-day.

THE MACMILLAN COMPANY have just published a little handbook on "Toy Dogs and How to Breed Them," by Muriel Handley Spicer, who gives a careful account of all the foods and medicines she has found most useful in rearing her dogs. A glance at the index reveals references to prescriptions, teeth, diseases, exercises, diets, training, washing, housing, every conceivable question in fact which may arise in the care of a favorite and delicately reared dog. They announce for early publication a new edition of Brooks Adams's work, "The New Empire," dealing with problems of national supremacy; Vogel's "Practical Pocket-Book of Photography," edited by E. C. Conrad, with illustrations and index; "Highways and Byways in



London," by Mrs. E. T. Cook, with illustrations by Hugh Thomson and F. L. Griggs; "Ancient Athens," by Ernest Arthur Gardner; "Rome and Reform," by T. L. Kington Oliphant, in two volumes; "Jena Glass and Its Scientific and Industrial Applications," by Dr. H. Hovestadt, translated and edited by J. D. Everett; an *édition de luxe* in three volumes of "John Inglesant," with a portrait from a drawing by F. Sandys; "Matthew Arnold's Note Books," with a preface by the Hon. Mrs. Wodehouse, and a portrait; "The Poetical Works of John Keats," edited, with introduction and memoir, by Walter S. Scott, revised by George Sampson; "Around the World Through Japan," by Walter Del Mar; Robert Louis Stevenson's "Treasure Island," edited, with notes and an introduction, by Hiram Albert Vance; "An Elementary Treatise on the Mechanics of Machinery," with special reference to the mechanics of the steam engine, by Joseph N. Le Conte; "The Boy's Iliad," by Walter Copland Perry; also, "Life of Queen Victoria," by Sidney Lee, editor of "The Dictionary of National Biography."

### BUSINESS NOTES.

**BUFFALO, N. Y.**—The Press Novelty Company, formed with \$25,000 capital to print and deal in stationery, books and advertising novelties, filed articles of incorporation in the county clerk's office January 7. The directors are August Hoarmeyer, Thomas J. Pritchett and William Heuneman.

**CORDELE, GA.**—J. B. Spencer will shortly open a book and art store here.

**LUVERNE, MINN.**—W. A. Wright has sold out his book, stationery and music business.

**NEW YORK CITY.**—We regret to note that Charles L. Woodward has been obliged on account of ill health to close out his business. Mr. Woodward has been in the second-hand book business at 78 Nassau Street for upwards of a quarter of a century, making a specialty of books and pamphlets relating to Americana.

**PHILADELPHIA, PA.**—Butler, Sheldon & Co. have sold their list of publications to the American Book Company, who will hereafter publish the books and supply them from their several depositories.

### AUCTION SALES.

**JANUARY 19-21, 3 P.M.**—Miscellaneous. (881 lots.)—*Bangs.*

**JANUARY 20-23, 7:30 P.M.**—Pt. I of the collection of the late Peter Gilsey, containing original drawings, engraved portraits, autograph letters and documents, printed books, original manuscripts, theatrical portraits, rare play bills, etc. (1127 lots.)—*Anderson.*

**JANUARY 22, 23, 3 P.M.**—Miscellaneous. (642 lots.)—*Bangs.*

**JANUARY 26, 3 P.M.**—Miscellaneous. (313 lots.)—*Bangs.*

### TERMS OF ADVERTISING.

Under the heading "Books Wanted" book-trade subscribers are given the privilege of a free advertisement for books out of print, of five nonpareil lines exclusive of address, in any issue except special numbers, to an extent not exceeding 100 lines a year. If more than five lines are sent, the excess is at 10 cents a line, and amount should be inclosed. Bids for current books and such as may be easily had from the publishers, and repeated matter, as well as all advertisements from non-subscribers, must be paid for at the rate of 10 cents a line.

Under the heading "Books for Sale," the charge to subscribers and non-subscribers is 10 cents a nonpareil line for each insertion. No deduction for repeated matter.

All other small, undisplayed, advertisements will be charged at the uniform rate of 10 cents a nonpareil line. Eight words may be reckoned to the line.

Parties with whom we have no accounts must pay in advance, otherwise no notice will be taken of their communications.

### BOOKS WANTED.

**✍ In answering, please state edition, condition, and price, including postage or express charges.**

**Houses that are willing to deal exclusively on a cash-on-delivery basis will find it to their advantage to put after their firm-name the word [Cash].**

**✍ Write your wants plainly and on one side of the sheet only. Illegibly-written "wants" will be considered as not having been received. The "Publishers' Weekly" does not hold itself responsible for errors.**

**It should be understood that the appearance of advertisements in this column, or elsewhere in the "Publishers' Weekly" does not furnish a guarantee of credit. While it is endeavored to safeguard these columns by withdrawing the privilege of their use from advertisers who are not "good pay," booksellers should take the usual precaution, as to advertisers not known to them, that they would take in making sales to any unknown parties.**

**The Alliance Pub. Co., 569 5th Ave., N. Y.**  
Key to Theosophy.

**Almy, Bigelow & Washburn, Salem, Mass.**  
Ten Acres Enough, by E. Morris.  
Consuelo, 4 v., by Sand. Dodd, M. & Co.

**Amer. Bapt. Pub. Soc., 177 Wabash Ave., Chicago.**  
McKnight, James, Harmony of the Gospels.  
The Bogemils. Amer. Baptist Pub. Soc.  
Gleanings from Paul's Prison.

**Amer. Bapt. Pub. Soc., 132 E. 23d St., N. Y.**  
Jesus and the Resurrection, a sermon by Kingman Nott.

**Monday Club Sermons on the Sunday-School Lesson, v. 11, 1885.**  
Sophocles' Greek Dictionary.  
Barnes' Notes on the Psalms.  
Parker's People's Bible, set or odd v.

**Anderson the Bookseller, Glen Ellen, Cal.**  
The Zoist and others on Hypnotism, etc.  
The Truth About Love, and similar books.  
Books on botany, fruit growing and agriculture; Shakesperiana; also a Bible concordance; old recipe books and free thought works.

**Arcade Book Shop, 152 Arcade, Cleveland, O.**  
Reed's Modern Eloquence, cl. or hf. leather.  
Battles and Leaders of Civil War.

**The Art Shop, 1104 Mass. Ave., Cambridge, Mass.**  
American prints and steel engravings.  
Hogarth, folio or quarto.  
Small steel engraving or copper plates.  
Any prints or engravings relating to Napoleon.

**The Astor Book Shop, 4 Barclay St., N. Y.**  
Any Paul Lacroix Works.  
Dury's Greece, Grand De Luxe ed., complete set or odd vols.

**Wm. M. Bains, 1019 Market St., Phila., Pa.**  
Sudermann, Magda.  
Providence County Atlas, Phila., pub. Everett.  
Banned and Blessed. Lippincott.  
Lossing, Philip Schuyler, 2 v. (quotations mislaid.)



## BOOKS WANTED.—Continued.

**The Baker & Taylor Co., 33 E. 17th St., N. Y.**  
The Diary of Archbishop Laud.  
Work and Play, by Horace Bushnell.

**The Balto. Book Co., 301 St. Paul St., Balto., Md.**  
Set Lord's Beacon Lights of History.  
Stoddard's Lectures, 11 v.  
Davis, Day Star.  
Scharf, History of Maryland.  
Neil's Terra Mariae.  
Constitutional Convention of Md., 2 v. 1851.

**Theo. M. Barber, Box 144, Pittsburg, Pa. [Cash.]**  
Howells, Stops of Various Quills, 1 p.  
Montaigne, Plutarch, Apuleius, in Tudor Translations.  
Stone, Book-plates of To-day, special ed.  
John A. Dorgan, Studies (poems).

**C. M. Barnes Co., Chicago, Ill.**  
Stoddard's Illustrated Lectures Complete, latest ed., second-hand or new.

**N. J. Bartlett & Co., 28 Cornhill, Boston, Mass.**  
Arber's English Garner, 8 v.

**Bigham & Smith, Agts., Dallas, Tex.**  
Autobiography or Letters and Speeches of Henry W. Grady.  
Predestination, by Toplady.  
Expositor's Bible, 25 v. ed., cheap.

**Bloch Pub. Co., 738 Broadway, N. Y. [Cash.]**  
Jacobs, Jews of Angevin England.  
Deltitzsch, Iris.  
Heilprin, Historical Poetry of Ancient Hebrews.  
Lists of Judaica and Hebraica.

**Bonnell, Silver & Co., 24 W. 22d St., N. Y.**  
Changed Cross. Pub. by Randolph.  
Real Japan, by Norman. Pub. by Scribner.

**Book Exchange, Toledo, O.**  
The two Prospectuses of *The Savoy*.  
Publisher's Binders for *The Savoy*.  
*The Lark*, no. 3, unopened.  
Symons, Introduction to Study of Browning.  
Thompson's Songs and Symbols.

**The Book Shop, 259 5th Ave., N. Y.**  
Ariadne, by Ouida.

**Herbert Bowen, 83 Moffat Bldg., Detroit, Mich.**  
Books and pamphlets printed in Detroit or Michigan before 1825.

**The Bowen-Merrill Co., Indianapolis, Ind.**  
Twain, Tom Sawyer Abroad (without other stories.)  
Goldoni, Comedies.  
Cumberland, Queen's Highway from Ocean to Ocean.  
Auerbach, Little Barefoot, Holt's Leisure Hour Ser.

**Boyveau & Chevillet, 22 Rue de la Banque, Paris.**  
White, Oiled Roads and Streets.  
Shaw, History of the French Colony in Icaria.

**T. L. Bradford, 1862 Frankford Ave., Phila., Pa.**  
N. Y. Times Sat. Book Review, May 6, Nov. 11, 1899; Dec. 15, 1900; Jan. 26, 1901. Will pay 25 cts. per number.

**Brentano's, 1015 Pennsylvania Ave., Washington, D. C.**  
Ridpath, History of the World.  
McClure, Through Rocky Mountains.  
Elmer, Executive Departments of Federal Government.  
Lemprière's Executive Departments of Federal Government.  
Maupassant, Bel-ami.  
Pinkerton, Inquiry in Hist. of Scotland.

**S. E. Bridgman & Co., 108 Main St., Northampton, Mass.**  
Ellsworth Genealogy.  
Hancock Genealogy.  
Nana's Talisman, Mark Ashton.  
Haggith's Shy, Mark Ashton.  
New Relations, Emma Marshall.  
Those Three, Emma Marshall.  
Close of St. Christopher's, Emma Marshall.  
After Dinner Speeches or Stories, Depew.

**E. D. Brooks, 605 1st Ave., S., Minneapolis, Minn.**  
Kelmscott Chaucer.  
Any vols. of Am. Book Prices.  
Acting stage copy of Love's Labor Lost, indicating costuming, stage settings, etc.

**Brown, Eager & Hull Co., Toledo, O.**  
Sparks' Washington. Pub. by Harper & Bros.

**Bryant & Douglas Book and Stationery Co., 1002 Walnut St., Kansas City, Mo.**  
The Wild Race of Gross Stauffen, Aschstruth, cl.  
Debit and Credit, Freytag, cl.  
A Poor Girl, Freytag, cl.  
Aspasia, Hamerling, cl.  
The Jews of Barrow, Franzos, cl.  
The Divided Heart and Other Stories, Paul Heyse, cl.  
Erlach Court, Schubin, cl.  
The Leafless Spring, Schubin, cl.  
The Major's Daughter, Heimburg, cl.  
A Sister's Love, Heimburg, cl.  
The Vulture Maiden, Wilhelmine Von Hillern, cl.  
Gabriel, a Story of the Jews in Prague, S. Kohn, cl.  
Stella, Fanny Lewald, cl.  
Klytia, a Story of Heidelberg Castle, Geo. Taylor, cl.  
The Dharmapada, tr. by Rev. Sam Beal.  
Veta-la-Panchavimsati, tr. by W. B. Balser.  
Myths and Songs of the South Pacific, Rev. W. W. Gill.  
Richard and Macbeth Compared, by Whately.

**The Burnham Antique Book Store, Milk St., Boston. [Cash.]**  
Peep at the Pilgrims.  
Mrs. Harry St. John.  
Cape Cod Folks, 1st ed.

**The Burrows Bros. Co., Cleveland, O.**  
Massie Harbison.  
Lumm, Perfect Jewel.  
Meditations of a Country Priest.  
Marquise de Fontenay's Two Kaisers.  
Bowman's Esperanza.  
Armitage, Lectures on Painting.  
Gogol, Dead Souls.  
Le Gallienne, Geo. Meredith, large pap.  
Hurd, Law of Freedom and Bondage, 2 v.

**Walter S. Butler, Selma, Ala.**  
James, Prof. Wm., Varieties of Religious Experience.  
**J. W. Cadby, 66 Hamilton St., Albany, N. Y.**  
Calendar of N. Y. Historical Manuscripts (English.)  
Baird, Brewer and Ridgway, History of No. Amer. Birds, 5 v.  
Schoolcraft's Indian Tribes, v. 2.  
Simms' Frontiersmen of N. Y., v. 1.  
Lossing's Field Book of Revolution, v. 1.  
Drake's History of Middlesex Co., v. 1.  
St. Nicholas, 1895-1900.  
Galaxy, v. 20.  
Nation, v. 3, no. 60; v. 4, nos. 79, 80, 91, 95, 100.

**Campion & Co., 1305 Walnut St., Phila., Pa.**  
Lacroix, Military and Religious Life in Middle Ages.  
Montfaucon, Antiquities.  
Special editions printed at the Riverside Press:  
Sonnets and Madrigals of Michael Angelo.  
Rubaiyat of Omar Khayyam.  
Of Friendship.  
Mr. Brown's Letters to a Young Man.  
Obermann, Letters to a Friend.  
Democracy.  
The Last Fight of the "Revenge" at Sea.  
Journal of a Voyage to Lisbon.  
Gentle Art of Making Enemies, by Maistre.  
Oscar Wilde's Poems.  
Boddoe's Poems, 2 v., 16mo, English.  
Larousse, Dictionnaire Universelle, in 17 v.  
Haskell, Narrative of the Battle of Gettysburg.  
Molloy, Queen's Comrade, 2 v.  
Scott's Miscellaneous Works, 28 v.

**Casino Book Co., 1374 Broadway, N. Y. [Cash.]**  
Schoolcraft, Indian Tribes of N. A., 6 v.  
Musk, Hashish and Blood.  
Slater's Early Editions.

**Central Book Store, 329 Market St., Harrisburg, Pa.**  
Crawford, On the Atonement.

**Chapman Book Store, Montreal, Can. [Cash.]**  
Harper's Magazine, Aug., 1902.  
Macaulay's Miscellaneous Essays, v. 3, New Library ed., cl. Harper.

**City Library Assoc., Springfield, Mass.**  
Transactions of the Illinois Society for Child Study, v. 1, no. 3; v. 2, nos. 1, 4; v. 4, no. 4.  
**The A. H. Clark Co., Garfield Bldg., Cleveland, O.**  
Alden, Coll. of American Epitaphs, 5 v.  
Tillotson, Five Burial Places of Wethersfield.



## BOOKS WANTED.—Continued.

**A. S. Clark, 174 Fulton St., N. Y.**  
*Collections of the N. Y. Hist. Soc.*, either series, any vol. or vols.  
 Orderly Book of the Northern Army at Ticonderoga and Mt. Independence. Albany, 1859.

**Frank W. Coburn, 47 Cornhill, Boston Mass.**  
 Botany of California, 2 v.  
 Life of Abner Coburn, Governor of Maine.

**Irving S. Colwell, Auburn, N. Y.**  
 Ridpath, History of the World.  
 Stoddard, Travel Lectures.  
 Century Dictionary, 10 v., 1902 ed.

**H. M. Connor, E. Boston, Mass.**  
*Transactions of American Ontological Society*, v. 1 to 4.  
 Job lots mechanical books.  
 From the Greeks to Darwin.

**C. P. Cox, 257 W. 125th St., N. Y.**  
 Genealogical Notes of New York and New England.

**R. W. Crothers, 246 4th Ave., N. Y.**  
 2 sets Coventry Patmore's *Angel in the House*, 2 v. Pub. by Ticknor & Fields.

**Cupples & Schoenhof, 128 Tremont St., Boston, Mass.**  
 Viollet-le-Duc, *Dict. de l'Architecture*, second-hand copy, cheap.  
 Goodrich, *British Eloquence*.

**Estate of Joseph M. Cushing, 34 W. Baltimore St., Baltimore, Md.**  
 Bechat, *Physiological Researches on Life and Death*, translated by Tobias Watson.

**W. P. Cutter, The Stratford, Washington, D. C. [Cash.]**  
 Books and pamphlets on interoceanic canals. Send lists.

**Davis' Book Store, 35 W. 42d St., N. Y.**  
 Lossing's *Field Book of the Rebellion*.

**Chas. T. Dearing, 356 4th Ave., Louisville, Ky.**  
 Bunton, *Race and People*.

**Denholm & McKay Co., Worcester, Mass.**  
 French Wit, *Wisdom and Wickedness*.

**DeWolfe, Fiske & Co., 361 Washington St., Boston, Mass.**  
 Masters of Mezzotint Engraving.  
 Cape Cod Folks, McLean.  
 Mrs. Harry St. John.

**E. F. Dillingham, Bangor, Me.**  
 Goodrich's *British Eloquence*.  
 Reed's *Modern Eloquence*, 10 v.  
*Bangor Historical Magazine*, v. 1, 3, 9.  
 The Philobiblon. Grolier Club, 1889.  
 The Philobiblon. Elston Press, 1901.

**Dives, Pomeroy & Stewart, Reading, Pa.**  
 Catholic Church from Within. L., G. & Co.

**Dixie Book Shop, 35 Nassau St., N. Y.**  
 Besant, Walter, *Complete Works*.  
 Tolstoi, *Complete Works*.  
 Book Prices Current, '98 and '99, at \$8 each.

**Dodd, Mead & Co., 372 Fifth Ave., N. Y.**  
 Rhodes, *History of the United States*, v. 4, brown cl., Harper ed.  
 Love Letters of Dorothy Osborne to Sir William Temple, early ed. D., M. & Co.

**Doonan & Lovette, 174 Peachtree St., Atlanta, Ga.**  
 Personal Memoirs of U. S. Grant.  
 Webb, *The Peninsular: McClellan's Campaign of 1862*.  
 The Antietam and Fredericksburg, Palfrey.  
 Cox, *The March to the Sea*.

**Charles H. Dressel, 561 Broad St., Newark, N. J. [Cash.]**  
 Any books on Gibraltar.  
 Ticknor, *History of Spanish Literature*.  
 Shakespeare and His Times, by Nathaniel Drake.  
 The Remarkable Sayings of Eastern Nations, by M. Gallard.  
 The Women of the Renaissance, by Geo. Herbert Ely.  
 Romance of the Incas, by Marmontel.  
 Irish Antiquities, by Sir Jas. Ware.  
 Picture of Scotland, by Chambers.  
 Ridpath's *Border History*, Scotch.  
 Fiske's *West Indies*.  
 Set of Reed's *Modern Eloquence*.

**Wm. J. C. Dulany Co., 8 Baltimore St., E., Baltimore, Md.**  
 Romance of Westdale, A. E. W. Mason.  
 Life and Adventures of J. P. Beckwith, C. J. Leland.

**Daniel Dunn, 677 Fulton St., Brooklyn, N. Y.**  
 Kirk's *Turf Guide*, 1871, '74, '76.  
 Matthews, *On Whist*.  
 Histories of Billerica and Newton, Mass.  
 Any hist. of the old Williamsburg families.

**E. P. Dutton & Co., 31 W. 23d St., N. Y.**  
 Hutton, *Life of Cardinal Newman*.  
 Dreamthorp, by Alex. Smith.  
 Hell Up to Date.

**Eaton & Mains, 21 Adams Ave., E., Detroit, Mich.**  
 Lectures on the Christian Religion, by B. F. Cocker, D.D.  
 Foster, *Prose Illustrations*.

**Peter Eckler, 35 Fulton St., N. Y.**  
 Practical American Cookery, by E. M. Hall.  
 Ingersoll's *Complete Works*, 12 v., Dresden ed.

**B. G. Eichelberger, 308 N. Charles St., Baltimore, Md.**  
 Sill's *Poems*, Limited ed. H., M. & Co.  
 Gentle Art of Making Enemies.

**Harry Falkenau, 167 Madison St., Chicago, Ill.**  
 Century Dictionary, v. 1 of 6 v. ed.  
 96th Illinois Regimental History.  
 Lives of Irishmen, James Willis, v. 3, 4, or set.

**C. P. Farrell, 117 E. 21st St., N. Y.**  
 Complete set of George Sand's Novels.

**F. A. Fernald, Broadway near 117th St., N. Y. [Cash.]**  
 Carnegie Handbook, 1900 or later.

**H. W. Fisher & Co., 127 S. 15th St., Phila., Pa.**  
 Schaff, *History of Virginia*.  
 Wild Flowers of California, by Mrs. Dana.  
 Coquette's Love, by De Maupassant.  
 Petronius, Bohn Library, early ed.  
 Gildersleeve's *Essays*.

**Free Public Library, New Haven, Conn.**  
 Semmes, *Service Afloat*.  
 Richardson, *Secret Service*, *Field*, *Dungeon*, *Escape*.

**Garrett Booke Shoppe (Garrett W. F. Blanchfield), 58 Ann St., Hartford, Conn. [Cash.]**  
 Will and Doom, by Gershon Bulkeley.  
 E. F. Slafter Family History. Boston, 1869.  
*Municipal Mag.*, bound or unbound, v. 1 to 1902.  
 Life of Rousseau, by Morley, Macmillan ed.

**J. F. Gephart, 138 Superior St., Cleveland, O.**  
 Physical Culture, by Halcombe. Pub. Grand Rapids.

**Goodpasture Book Co., Nashville, Tenn. [Cash.]**  
*Southern Biograc*, Sept., 1882; May, June, '83; \$1 each.  
 Chips from a German Workshop, v. 4. Scribner.  
*Annals of Southern Methodism*, 1856.  
*Report American Historical Association*, 1892.

**Edwin S. Gorham, 4th Ave. and 22d St., N. Y.**  
 Adams, *Elements of Christian Science*.  
 Gloag, *On the Acts*, second-hand.  
 Calling of Christian Woman, Dix.  
 Elliott, *On Galatians* (Handy Com'ty.)  
 Maurice, *Theological Essays*, etc., second-hand.

**F. E. Grant, 23 W. 42d St., N. Y.**  
 Modern English, by Fitz-Edward Hall.  
 Modern Horsemanship, by Anderson.  
 Life and Character of Stephen Decatur, by S. Putnam Waldo.  
 History of the Navy, by J. Fenimore Cooper. Lea & Blanchard, 1839.  
 Memoir of Commodore Porter, by Admiral David D. Porter, U. S. N. J. Munsell, Albany, 1875.  
 Adams, *Lectures on Erie*.  
 Cruise of the "Cynthia."  
 Pattern Maker's Handy Book, by F. M. Hasluck.  
 Plu-Ri-Bus-Tah, by Doestick.  
 History of Rye, New York, 1660-1870, by Geo. Washington Baird. N. Y., 1871.  
 Science and Prayer, by Kinsley.  
*Smithsonian Annual Report* for 1901.  
 Dr. Cooper's *Work on Game Fowls*, Pocket ed. of 1859.  
 Burnham's *Games for the Spit or Pit*.



## BOOKS WANTED.—Continued.

## F. E. Grant.—Continued.

Tod, History of Rajasthan (or Rajputana.) Pub. about 1825.  
A Hunter's Wanderings in Africa, by Frederick C. Selous.  
History of Paraguay, 2 v., by C. A. Washburn.  
The Biography of D. G. Rossetti, by Sharp. Pub. London, 1882.  
Notes on Walt Whitman, Poet and Person, by John Burroughs.  
In Re Walt Whitman, by Fraubel. Bush & Harris.  
Diary Notes of a Visit to Walt Whitman in 1890, by John Johnston.  
Whitman's Ideal Democracy, by Helena Born (?).  
Hoffman's Ecclesiastical Law, an American work relating to P. E. Church.  
Freytag, Debit and Credit, Eng. tr.  
Freytag, Soll und Haben, Eng. tr.

**Martin I. J. Griffin, 2009 N. 12th St., Phila., Pa.**  
O'Connor, Luther's Own Words.  
Froude, Lectures on Ireland and Father Burke's Reply to Froude.  
Book Common Prayer, U. S. ed.

**H. C. Guthrie, Penn Yan, N. Y. [Cash.]**  
Dangers and Duties, by Dudley Ward Rhodes. Pub. by J. B. Lippincott about 1880.

**Wm. Beverley Harison, 65 E. 59th St., N. Y.**  
Fabian Essays.  
Nelson, or, How a Country Boy Made His Way in the City, by Wm. N. Thayer.

**Bruno Hessling, 64 E. 12th St., N. Y.**  
Fisher, W. E., Portfolio of Book Plates, 2 v.  
Concours Publics, 1, cheap (each plate having the owner's name inscribed.)

**J. A. Hill & Co., 81 5th Ave., N. Y.**  
Cobbett's English Grammar, good second-hand.

**Walter M. Hill, 831 Marshall Field Bldg., Chicago.**  
Appleton's American Cyclopedic, complete set, shp., or all vols. after vol. 15.

**The Hub Magazine Co., 67 Broad St., Boston, Mass.**  
*Arena*, 1889-'90, odd nos.  
*Life*, v. 13, no. 337.  
*Monist*, v. 8, no. 1.

*Open Court*, v. 11, no. 8; v. 12, no. 1.  
*Poet Lore*, v. 4, nos. 1, 2, 4; v. 5, no. 1.  
**George W. Jacobs & Co., 103 S. 15th St., Phila., Pa.**  
Elements of International Law, by Wheaton.

**U. P. James, 127 W. 7th St., Cincinnati, O.**  
Egils Skallagrimssavor Saga, trans. by W. C. Green. Eliot Stoch, 1893.  
Gishi, The Outlaw Saga, trans. by G. W. Daseur. 1866.

**E. W. Johnson, 2 E. 42d St., N. Y.**  
Philip von Artevelde  
Oliver Goldsmith, Irving, 1st ed.  
Shelley, Dowden.  
Shelley's Works, Forman.  
Common Council Manuals, 1843, '44, '47, '48, '50.

**Jones' Book Store, 291 Alder St., Portland, Ore.**  
Practical Stair Building, by Loth.

**W. Junk, Berlin N. W. 5, Germany.**  
Transact. of the Americ. Entomol. Soc., all.  
Reports U. S. Geol. Survey, I. (1879), 15, 16, 17, 18.  
Sugar, all books, papers, etc., good prices.  
All botanical books printed before 1800.  
Gilbert, De Magnete. 1600, 1633.  
Linné, any of his works.  
Swartz, any of his botanic works.  
Walter, Flora Caroliniana.  
Ward, African Lepidoptera.  
Please send me regularly catalogues and offers of scientific and natural history literature.

**Wilbur B. Ketcham Pub. Co., 156 5th Ave., N. Y. [Cash.]**  
History of Phthisis, by John Sheldon. Pub. in 1618, London.

**Geo. Kleinteich, 397 Bedford Ave., Brooklyn, N. Y. [Cash.]**  
Weissman, Theory of Descent.  
Lamarck, Zoological Philosophy.  
Lyall, Theory on Species.  
Chapman, Evolution of Life.  
Mivart, Origin of Species.

**C. W. Kroeck, 911 Pine St., St. Louis, Mo.**  
Barnes, Commonwealth of Missouri.  
Edwards, Warfare on the Border.  
Edwards, Noted Guerrillas.  
Palmer, J. W., Folk Song. N. Y., 1860.

**Chas. E. Lauriat Co., 301 Washington St., Boston, Mass.**  
The Cannoneer, by A. Buell.  
Willis the Pilot. Pub. by Warne.  
Esperanza, Home of the Wanderer.  
Land of Heart's Desire, W. B. Yeats. Stone.  
History of Commodore Barry, Griffin. 1897.  
Emmons' History of U. S. Navy.  
Running the Blockade, Taylor.  
Ferguson's Architecture, 2 v. Casino, 1883.  
Beatrice d'Este. Pub. by Dutton.  
Gray and the Blue, E. R. Roe. Rand.  
Captain's Boat, by W. O. Stoddard. Merriam.  
Christmas Eve, etc., E. E. Hale. L., B. & Co.  
Life of Hannibal Hamlin, C. E. Hamlin. Pott.  
6 copies of Six Popular Tales, H. C. Lodge, 1st ser.  
The Judge's Pets. Issued by Hurd & Houghton, 1872.

**Leary's Book Store, 9 S. 9th St., Phila., Pa.**  
Hutton, On Bone Setting.  
Chapters of Erie and Other Essays, Adams.

**Leggat Bros., 81 Chambers St., N. Y.**  
Reed's Modern Eloquence.  
Lange's Commentary Old Testament, odd v.  
City of Dreadful Night, McClurg ed.  
Henri Cordier's Book on China.  
Rockwell, Sketches of Foreign Travel and Life at Sea.  
Murdock, The Dutch Dominie of the Catskills.  
Versailles Historical Series; and Illustrious Dames.  
Tarot of Bohemians.  
Todhunter, Theory of Probability.  
Thoreau, On Friendship.

**Library Clearing House, 140 Wells St., Chicago, Ill.**  
Benham, Laws of Scientific Handreading.  
Jamieson, Faussett and Brown, Commentary, cheap.  
Studer's Birds, pts. nos. 13, 22, 39.  
Coleman, Aug. A., Poems.  
Herringshaw, Poets of America.

**Loveman, Joseph & Loeb, Birmingham, Ala.**  
Mustang Gray, by Clemens.  
Bernard Lisle, by Clemens.

**Lyon, Kymer & Palmer Co., Grand Rapids, Mich.**  
Ball, Earth's Beginnings.  
Webster, Library of American Literature.  
Slosson, Aunt Liefy.

**D. W. McGregor, Athens, Ga.**  
Life of Sargent S. Prentiss.

**S. F. McLean & Co., 44 E. 23d St., N. Y.**  
Bushnell, Sermons for the New Life.  
Bushnell, Moral Uses of Dark Things.  
Catering for Two.  
Great Events of History. Collier, 1873.  
Hughes, American Ancestry, 12 v. Albany, 1887-99.  
Constable, Duration of Future Punishment.  
Hitchcock, Discourses on Resurrection.  
Denniston, The Perishing Soul.

**Alexander McNally, 126 E. 23d St., N. Y.**  
Ariadne, by Ouida.  
Hall, Expedition to the North Pole.  
Dowden, Life of Shelley, 2 v. ed.

**John Jos. McVey, 39 N. 13th St., Phila., Pa.**  
*Railway Age*, from Jan. 1, 1902, to June 31, 1902.  
Franklin's Works, ed. by Sparks, 10 v., and state publisher.

**H. Malkan, Hanover Square, N. Y.**  
Stillman's Union of Italy.  
Life of Stevenson, buckram, Thistle ed.  
Crownst, Verdi the Man and Musician.  
Brooks, E. P., Cotton. E. F. Spon.  
Burnaud's Happy Thoughts.

**The Edw. Malley Co., Chapel and Center Sts., New Haven, Conn.**  
North Shore Watch, by Woodberry. Pub. Macmillan.

**Isaac Mendoza, 17 Ann St., N. Y.**  
Catalogue of Abandoned Farms. Pub. by State Bd. of Agriculture (Mass.)  
Anything by Josiah Quincy.

**Mercantile Library, St. Louis, Mo.**  
Memoir and Correspondence of John Laurens (Bradford Club, no. 7.)



## BOOKS WANTED.—Continued.

**R. H. Merriam, Hanover Square, N. Y.**

Hastings, Bible Dictionary, 4 v.  
Kim and Just So Stories, Outward Bound ed.  
Lockhart's Trans. of Don Quixote.  
Genealogy of Bergen Family. 1876.  
O'Hart's Irish Pedigrees.

**Edw. Mills, 607 Chestnut St., St. Louis, Mo.**

Annual Report of the Bureau of Ethnology, complete set or odd v.

**F. M. Morris, 171 Madison St., Chicago, Ill.**

Abbott, Life of Napoleon.  
*Catholic World*, July, Aug., Oct., Nov., 1866; Oct., '77; Nov., '78. Will pay retail price.  
Weber, History of Mythology and Religion.  
Molly Fancher, Life of, by Judge ?  
Faber, Rev. F. W., any books by.  
Boudreaux, Father, Happiness of Heaven.  
Human Faces, by Simms.  
Memoirs of Casanova, 12 v.

**New England Methodist Book Depository, 36 Bromfield St., Boston, Mass.**

Gifts of Civilization, Dean Church.  
Human Life and Its Conditions, Dean Church.  
Studies in the Christian Life, Dean Paget.  
Endeavors After the Christian Life, Martineau.  
Philosophy of Material Theology, Jackson.  
Institutes, Priestley.  
Metaphysics, Lotze.  
Myron Holley, What He Did for Liberty and True Religion. Printed in Boston in 1882.

**Wm. P. Normoyle, 611 6th St., S.W., Washington, D. C.**

History of Ireland, ed. by Wm. Dolby. N. Y., 1845.

**The Old Corner Book Store, Inc., 283 Washington St., Boston, Mass.**

City of Dreams, by Robert Buchanan.  
Old Willard House.  
Fate of Republics.  
Century Dictionary, 6 v.  
Ten Years' Exile, De Stael.

**E. J. O'Malley, Hanover Sq., N. Y.**

Reclus, The Earth and Its Inhabitants.  
Diary of Marie Bashkirtseff.  
Longstreet, Georgia Scenes.  
Kady, by Stapleton.  
Monk Knight of St. John.

**Daniel O'Shea, 1584 Broadway, N. Y.**

American Kennel Club Stud Book, v. 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15.  
Kercheval, Hist. of the Valley of Virginia.  
Scharf, Hist. of Western Maryland.  
Norris, Hist. of Lower Shenandoah Valley.  
Lacroix, Military and Religious Life During the Middle Ages and the Renaissance.

**Gertrude Otis, 120 W. 42d St., N. Y.**

Du Bois, Frame Structures, ed. not earlier than 1889.

**C. C. Parker, 246 S. Broadway, Los Angeles, Cal. [Cash.]**

Strauss, Life of Jesus.  
Delano, Voyages and Travels.

**E. R. Pelton, 19 E. 16th St., N. Y.**

Gould, A. P., Surgical Diagnosis.

**H. E. Pendry Co., 233 Powers Bldg., Rochester, N. Y.**

Century Cyclopædia of Names.  
Universal Cyclopædia, 12 v.  
*Harper's Monthly*, '98 to '01, incl.  
Lists second-hand text-books.

**The Perkins Book Co., 296 Broadway, N. Y.**

Bancroft, George, any volumes of History of the United States, date 1860 or earlier, state full particulars and quote price.

**Geo. T. Pettengill, 317 W. 136th St., N. Y.**

Icaria: a Chapter in the History of Communism, by Albert Shaw. Putnam, 1884.

**R. F. Pick, 9 E. 113th St., N. Y.**

Sanborn Family (Illinois.)  
Gilmore Family (Western.)  
Voyages of A. Delano, R. J. Cleveland, G. Coggeshall.  
Bond's Watertown.

**Pierce & Zahn, 633 17th St., Denver, Colo.**

Historical Geography of the Clans of Scotland, by Wm. K. Dixon.  
Backus History, 1777.  
Robertson's Eccl. Research.

**The Pilgrim Press, 175 Washab Ave., Chicago, Ill.**

Natural History of Enthusiasm, by Isaac Taylor.  
Physical Theory of Another Life. Pub. about 1830.

**Chas. T. Pownor, 271 S. Clark St., Chicago, Ill. [Cash.]**

Parkman's Pontiac, 1853.  
Hist. of Oregon, Hines. 1851.  
Algonquin Legends of N. E., Ireland.  
Thirty Years' Residence, Schoolcraft.  
League of the Iroquois, Morgan.  
Expedition Against Sandusky, Butterfield.  
Making of New England, Drake.

**C. S. Pratt, 161 6th Ave., N. Y. [Cash.]**

Elliott, Life of Father Hecker.  
Anything on Lincoln.  
Fortescue, An Irish Patriot.  
Lange's Commentaries.  
Russell, C., Wreck of the "Wildershare."

**Presbyterian Bd. of Pub. and S. S. Work, 156 5th Ave., N. Y.**

Kingdom Invisible, by Parmelee.

**Presb. Bd. of Pub. and S. S. Work, Walnut St., Phila., Pa.**

Ralph Gemmell, or, Banks of the Irvine, Pollock.  
Bible Class Expositions, 5 v., Armstrong ed., 1 or all.  
Beacon Lights of History, 15 v., Lord.

**Presbyterian Book Store, 706 Penn Ave., Pittsburgh, Pa.**

Plumer, On Psalms, any good clean copy. J. B. L. & Co.  
*Princeton Review*, bound vols., 1873-1877, inclusive; '79, '80, '81, '84 to '88.  
*Presbyterian and Reform Review*, 13 v., *Expositor*, *Expository Times*.

**C. J. Price, 1004 Walnut St., Phila., Pa.**

Heckewelder's Indian Nations, 8vo, cl.  
Hist. Soc. of Penna. 1876.

**C. C. Pursell, 418 9th St., N. W., Washington, D. C.**

Carl Krinker, by Miss Warner. Carter & Bros.

**Q. P. Putnam's Sons, 27 W. 23d St., N. Y.**

Elliot, Court Life. Putnam.  
Spoonier, Painters and Engravers, 2 v.  
Sterns, Angelo, 1st ed.  
Mackintosh, Natural History of Religion.  
Home, Spy in the School.  
Benedict Family Genealogy. 1870.  
Zimmern, Irish Element. Putnam.  
Dickens, Mutual Friend, 4 v., Household ed., green cl.  
Biré, Citizen of Paris. Dodd.  
Alger, Englishman in French Rev. Dodd.  
Long, Republican Party.  
Depew, American Commerce, 2 v.  
Reed, Modern Eloquence, 10 v.  
Gonse, Japanese Art. 1891.  
Norman, Real Japan.

**W. G. Reeve, 305 Boston Bk., Denver, Colo.**

Bryant, Homestead Book.  
Eager, History of Orange Co., N. Y.  
Wilson, Bryant and His Friends, 1 p.  
*The Talisman*, an annual for 1828, '29, '30.  
Lanier, Sidney, Tiger Lilies.

**Peter Reilly, 133 N. 13th St., Phila., Pa.**

Key to Sadler's Counting House Arithmetic.  
Supplement to McClintock and Strong's Cyclopædia, 2 v., shp.

**Fleming H. Revell Co., Chicago, Ill.**

Cassey, Hesba Stretton.

**Reynolds Library, Rochester, N. Y.**

Duruy, History of Rome, pt. 2 of v. 3.

**Geo. H. Rigby, 1113 Arch St., Phila., Pa.**

Williams, M., History of Iron.  
Battles and Leaders of Civil War.  
Gracian, The Perfect Gentleman.

A. M. Robertson, 126 Post St., San Francisco, Cal.  
*Macmillan's Magazine*, Jan., 1863.



## BOOKS WANTED.—Continued.

**Robson & Adee, Schenectady, N. Y.**

Ovid, Art of Love, in English.  
William, History of Vermont.

**Philip Reeder, 616 Locust St., St. Louis, Mo.**

Wilcox, City Government.

**E. H. Roller, 419 E. Water St., Milwaukee, Wis.**

The German Language in America, by Braddock.  
Any other book or pamphlet on this subject.

**J. Francis Ruggles, Bronson, Mich.**

Poems of Amelia. Appleton, N. Y.  
*Cincinnati Weekly*, June, July, Aug., 1899.  
Si Klegg and His Pard.  
Cynic's Calendar of Wisdom, 1903. San Francisco.  
Beaumont's Work on Digestion.  
Humanity, by E. C. McIntosh. Truth Seeker Co., N. Y.

Bucknell, Medical Knowledge of Shakspeare.

Phipson, Animals of Shakspeare.

Secrets of the Spanish Court.

Taylor, Running the Blockade. London, 1896.

**St. Paul Book and Stationery Co., 5th and St. Peter Sts., St. Paul, Minn.**

Any book or sketch on the Life of St. Jerome.  
Institutional Beginnings in Western State, by Jesse Macy.

Spirit Lake Massacre, by Abbie Gardener Sharp.  
Handbook of Iowa. Pub. by State Columbian Commission in 1893.

Annals of Iowa. Pub. by Historical Association of Iowa.

Ganot's Physics.

**Schwartz, Kirwin & Fauss, 42 Barclay St., N. Y.**

Audin, Life of Luther, in English.

Audin, Life of Calvin, in English.

**Scrantom, Wetmore & Co., Rochester, N. Y.**

Bruce, James, Travels in Abyssinia, etc.

Howitt, Rural England.

Among the Lighthouses.

Van Dyke, Ruling Passion, De Luxe ed.

Geo. Macdonald, Robert Falconer.

Chinese Porcelain. Wessels.

Boutell, Arms and Armor.

Marks' Cyclopedia of Home Arts.

Reed, Modern Eloquence, cl., hf. mor.

Stoddard, Lectures, 11 v., cl., hf. mor.

**Charles Scribner's Sons, 153 5th Ave., N. Y.**

Longfellow's Works, 11 v., large pap. Cambridge, 1886.

Holland's Lullabies.

Waddell, Buddhism of Thibet.

Hopkins, Teachings and Counsels.

Belt, Naturalist in Nicaragua.

Proctor, Songs of Ancient People.

Abbott, Cousin Lucy in Mountains.

Abbott, Cousin Lucy at Study.

Abbott, Cousin Lucy's Conversations.

Abbott, Florence's Return.

Abbott, French Flower.

Cheney, Stories of Olden Time.

Diaz, Entertaining Story of King Bronde.

Griffis, Japanese Fairy World.

Oliphant, Margaret Maitland.

**Richard B. Shepard, Salt Lake City, U.**

Van Dyke, Principles of Art.

Howe, Mormonism Unveiled.

Anything on Mormonism.

**Shepard Book Co., 272 S. State St., Salt Lake City, U.**

Mormonism, anything, singly or in quantities.

Am. Catalogue, 1895-1900.

Garrard, Wa-to-yah and the Taos Trail. Cinn., O., 1850.

Dawson, Life of W. H. Harrison. 1834 (?)

Only a Boy.

Van Dyke, Principles of Art.

**J. C. Sickley, Poughkeepsie, N. Y.**

Planche, Cyclopedia of Costume.

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